Effective as of August 19, 2026

Terms of Service

TERMS OF SERVICES

The following terms of service are terms of a legal agreement (the “Agreement”) between you (“you”, “your”, or “user”) and B9 Inc., its subsidiaries, affiliates, agents and assigns (“B9”, “we”, “us”, or “our”) which sets forth the terms and conditions for your access and use of B9’s B9 application (“B9 App”) and B9’s website, Bnine.com, as well as the B9 products and services offered, operated or made available by B9 through the B9App (collectively, the “B9 Services”). The B9 App, website and B9 Services are owned and operated by B9 and are being provided to you expressly subject to this Agreement. By accessing, browsing and/or using the B9 App, Bnine.com or the B9 Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement, B9’s Privacy Policy, which may be found by visiting B9's Privacy Policy and that you agree to comply with all applicable laws and regulations. In addition, by agreeing to this Agreement and B9’s Privacy Policy, you also agree to Mbanq’s Privacy Policy, which may be reviewed by visiting https://www.mbanq.com/legal. The terms and conditions of this Agreement form an essential basis of the bargain between you and B9, and this Agreement governs your use of the B9 App, bnine.com and the B9 Services.

This Agreement does not apply to your B9 Account and your B9 Card (the “Bank Services”), each of which are provided by Evolve Bank & Trust, Member FDIC (“Evolve”). The B9 Account and B9 Card are subject to and governed by your Customer Account and Cardholder Agreement with Evolve. Please refer to the Evolve’s Customer Account and Cardholder Agreement for further information concerning the Bank Services and your privacy rights concerning the Bank Services, which may be accessed by visiting https://www.getevolved.com/privacy-policy/. Evolve is not a party this Agreement and is neither responsible or liable for the B9 Services provided by B9 or Mbanq pursuant to this Agreement or any other agreement you may have with B9.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER.

ACCEPTANCE OF AGREEMENT

Please carefully review this Agreement before using the B9 Services, or accessing any data thereon. If you do not agree to these terms, you may not access or use the B9 Services.

To use or access the B9 Services and to accept this Agreement, you must be (a) have either a Social Security Number (“SSN”) or Individual Taxpayer Identification Number (“ITIN”), (b) of legal age to form a binding contract with B9, (c) not prohibited by law from using the B9 Services.

B9 Services are available to United States citizens or lawful U.S. residents who are at least 18 years of age, have a U.S. physical address or with military addresses (APO or FPO) with the exception of for loans made available via B9 which doesn't allow military addresses, and have a valid Social Security Number or Tax Identification Number.

The B9 Services are not directed at children under the age of eighteen (18) and B9 does not knowingly collect or sell personal information from any person under the age of eighteen (18).

MODIFICATION OF THIS AGREEMENT

B9 reserves the right to amend this Agreement at any time, in our sole discretion. We will notify you of any such changes by posting the revised Agreement on its website, bnine.com. You should check this Agreement on bnine.com periodically for changes. All changes shall be effective at least thirty (30) days upon posting, including but not limited to any changes in the B9 Basic Plan Monthly Card and Account Fee or other fees. We will date the terms with the last day of revision. We will give you advance notice of any change as required by law and in accordance with such law. Your continued use of the B9 Services after any change to this Agreement constitutes your agreement to be bound by any such changes. B9 may terminate, suspend, change, or restrict access to all or any part of the B9 Services without notice or liability.

PRIVACY POLICY

B9 maintains a Privacy Policy, and it details how we handle and protect data. We fully incorporate our Privacy Policy into this Agreement. You may access our Privacy Policy by visiting B9's Privacy Policy. Note that we reserve the right to update the Privacy Policy at our discretion, and that any changes made to our Privacy Policy are effective when the updates are live on bnine.com. Any changes to the B9 Privacy Policy that would trigger providing consumers the opportunity to optout of the disclosure of nonpublic personal information to a nonaffiliated third party will be provided in accordance with the notice requirements of Regulation P.

MINIMUM TECHNOLOGY REQUIREMENTS TO ACCESS B9 SERVICES

To access and use the B9 App and B9 Services, you must have a mobile device with access to the Internet running either Apple iOS 10.3 or higher, or Android 4.1 or higher. You must also have a valid email address and sufficient storage space to install any required mobile application. B9's mobile applications are available on the Apple App Store (for Apple devices) and Google Play Store (for Android devices).

USER INFORMATION ACCURACY AND UPDATES

To access B9 Services, you must create a B9 App user account with B9. This process will include creation of a Login ID and password to access the B9 App and the B9 Services. When you sign up for a user account, you agree to provide accurate, current, and complete information: such as your name, mailing address, and email address, as may be prompted by any registration forms available through the B9 App, in connection with the B9 Services or as otherwise requested by B9 for such information ("User Information"). You further represent that you are a legal owner of, and that you are authorized to provide us with, all User Information and other information necessary to facilitate your use of the B9 App and B9 Services.

In order to use certain B9 Services, B9 may be required to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. If you do not respond to such inquiries or we cannot verify your identity, we can refuse to allow you to use the B9 App and/or B9 Services.

Should any of your User Information change, you agree that you will update this information as soon as possible. To update your User Information, you may go to the Profile section of the B9 app, click on "Settings," and update your User Information accordingly.

Should you believe or have reason to believe that any of your User Information, including your Login ID and/or password, has been compromised, or that another person is accessing your user account through some other means, you agree to notify us as soon as possible at support@bnine.com.

DEFINITIONS

B9 Account: A demand deposit account with Evolve Bank & Trust, Member FDIC ("Evolve"). The B9 Account is subject to and governed by the terms and conditions of the Customer Account and Cardholder Agreement you have with Evolve.

B9 Advance Service: Optional service that is provided at no additional cost for B9 Basic and B9 Premium members. It is a no fee advance pay based on your earned but not yet paid wages to help you cover expenses, avoid mismatches between day of expenses and a paycheck, and provide you with a steady, predictable cash- flows.

B9 Basic Plan: The standard membership level for maintaining a B9 Account which includes the ability to instruct the transfer funds through B9 Services and permits you to automatically enroll into B9 Advance Service with the ability to receive advances up to $250.

B9 Premium Plan: An upgraded membership level that includes all of the functionality available to the B9 Basic Plan plus access Experian Credit Score Simulator, Tracker and Factors; Premium Support, B9 Advance limits up to $1000.

B9 Visa® Card or B9 Card: A Visa® Debit Card, issued by Evolve Bank & Trust, pursuant to a license from Visa U.S.A. Inc. Card accepted everywhere Visa debit cards are accepted. The B9 Card is subject to and governed by the terms and conditions of the Customer Account and Cardholder Agreement you have with Evolve.

B9 Credit Line Loan: A short-term, unsecured loan offered by B9 and available to qualified borrowers subject to the terms and conditions of the B9 Credit Line Loan Promissory Note.

OVERVIEW OF B9 SERVICES

B9 provides you with B9 Advance Service enrollment, this allows for an automatic payroll deposit switch to your B9 Account. Any B9 Account that is opened and B9 Visa® Card that is issued to you through the B9's Services, are governed by Evolve's Account Agreement and Cardholder Agreement and Evolve's Privacy Policy . B9 Basic, Premium and Advance services are not provided or controlled by Mbanq or Evolve, and you agree not to hold Mbanq or Evolve liable for issues that may arise from your use of the B9 Services or features. You do not need to additionally enroll into B9 Advance Service as there are no additional fees due and all B9 Basic and B9 Premium members are automatically reviewed for their eligibility for B9 Advance Services. B9 Advance Service offers early access to your earned but unpaid wages. B9 Advance Service is separate from your B9 Basic or B9 Premium Plan, which are designed to help you manage your finances. The B9 Credit Line Loan is offered by B9. These services and features collectively referred to in this Agreement as the "Services" and are subject to B9's Terms of Service and B9's Privacy Policy.

THIRD PARTY AND B9 ACCOUNT INFORMATION

To use the B9 Services, you may direct B9 to retrieve your account transaction history, balance information, and/or other information maintained by third parties with which you have relationships, maintain accounts, or engage in financial transactions ("Third-Party Account Information"). This includes information maintained by Mbanq with respect to B9 Accounts and B9 Cards. B9 works with one or more third-party service providers to access this Third-Party Account Information. We will use this information to provide you with the services you request, for our own internal business purposes and to offer you other B9 products and services that may be of interest to you. By using the B9 Services, you authorize B9 to access this information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us.

By agreeing to this Agreement, you are also agreeing that you are responsible for keeping any passwords and usernames you provide to us so we can retrieve this Third-Party Account Information secure, and for keeping those passwords and usernames up to date in the B9 App.

With the exception of information related to your B9 Account or B9 Card, B9 does not review the Third-Party Account Information for accuracy, legality or non- infringement, and B9 is not responsible for your Third-Party Account Information or products and services offered by or on third-party sites.

You acknowledge that any Third-Party Account Information that is displayed through the B9 Services will be the information we most recently accessed, and that this information may not reflect pending transactions or other recent activity.

B9 BASIC PLAN

By opening a B9 Account and obtaining a B9 Card, you are enrolling into a B9 Basic Plan membership. With this membership you will be able to access the Available Features and Transaction listed below, by using the B9 Services through the B9 App. Your use of the B9 Services is governed by this Agreement. However, the B9 Account, B9 Card and any transactions you make on your B9 Account or B9 Card (including transactions you initiate through the B9 Services) are governed by the Evolve's Customer Account and Cardholder Agreement and Evolve's Privacy Policy.

Available Features and Transactions: B9 Services allow you to perform the following functions and transactions on your B9 Account and B9 Card:

a. View your balance and at least the last 90 days of transaction history.

b. Transfer funds between your B9 Account and other accounts, including your own and with another bank.

c. Freeze your B9 Card if you misplace it to prevent it from being used.

d. Manage your B9 Card.

e. Update your email address, mailing address and other account-related information.

f. Obtain support and customer service through the B9 App's chat function and via e-mail.

Account Information, Balances and Transaction History: The account information that you access through the B9 Services will generally be current as of the business day you access the information, unless another time is specified.

Transfers between your B9 Account and another Account are governed by the Evolve's Customer Account and Cardholder Agreement. Certain transaction limitations may apply to Linked Account transfers. Please refer to the Evolve's Customer Account and Cardholder Agreement for details.

Authorizations: Only owners of a B9 Account are permitted under this Agreement to access an account through the B9 Services. By using the B9 services, you agree that we and/or Mbanq are entitled to act on transaction or any other instructions we receive under your Login ID and password for the B9 App, and you agree that any actions taken under your Login ID and password will have the same effect as a signature authorizing the transaction or other action. We reserve the right to deny transactions or any other actions you authorize through the B9 Services:

a. if, through no fault of ours, you do not have enough available funds in your B9 Account to make a transfer or payment.

b. If the B9 Services or your B9 device are not working properly.

c. If circumstances beyond our control prevent us from making a transfer, payment or taking an action you request us to take.

d. If money in your B9 Account is subject to legal process or other encumbrance restricting the transfer.

e. If you do not give complete or correct instructions for a transfer or payment, or you do not follow the procedures in this or any other agreement you have with us, Mbanq or Evolve.

f. If your B9 App Login ID and/or password have been reported lost or stolen, if we canceled or disabled your Login ID and/or password, or if we have disabled the B9 Service.

g. If we have reason to believe that you or someone else is using the B9 Services for fraudulent or illegal purposes, or if we believe that a person other than you is using your B9 App Login ID and password to access your account.

There may be other exceptions described in the Evolve Customer Account and Cardholder Agreement.

Fees: To help you view, manage and access your B9 Account and B9 Card, B9 will charge you a B9 Basic Plan Monthly Card and Account Fee of $9.99 that will be automatically deducted monthly from your B9 Account while you remain a B9 customer. B9 has the right to change or waive any B9 Basic Plan Monthly Card and Account Fee for the use of the B9 Services to manage your B9 Account and B9 Card at any time. We will give you advance notice of any change required by law and in accordance with such law.

B9 PREMIUM PLAN

The B9 Premium Plan is an optional plan which includes the following services:

- All services of the B9 Basic Plan;
- Experian Credit Score Simulator, Tracker and Factors;
- Premium Support
- B9 Advance limits up to $1000, and

A B9 Member may upgrade from the B9 Basic Plan to the B9 Premium Plan at any time by using the B9 app. Use of the B9 Premium Plan will not impact your credit as B9 does not report activity to credit reporting agencies. B9 IS NOT A CREDIT REPAIRER, CREDIT COUNSELOR, OR FINANCIAL OR LEGAL ADVISOR and use of the B9 Premium Plan Experian Credit features is for informational purposes only.

Consent to access consumer report: You understand that by clicking on the "I Accept" button and

signing up for the B9 Premium Plan, you are providing "written instructions" to B9 and its employees, agents, subsidiaries, affiliates, contractors, third party data sources and suppliers, and all other credit reporting agencies under the Fair Credit Reporting Act (FCRA), as amended, to access your credit files from each national credit reporting agency. You agree and hereby authorize B9, its agents and employees, to provide your personally identifiable information (or, if applicable, information about your child you have enrolled) to third parties as provided in our Privacy Policy, as may be amended from time to time. You waive any and all claims against B9 and its agents and employees for the acts or omissions of these third parties with regard to the use or disclosure of such information. You further authorize B9 and its agents and employees to obtain various information and reports about you (or about your child that you have enrolled, if applicable) in order to provide the products and/or services, including, but not limited to, address history reports, name and alias reports, criminal reports or sex offender reports, and to provide monitoring and alerts.

Fees: B9 will charge you a monthly B9 Premium Fee of $19.99 at the moment of switch from the B9 Basic Plan to the B9 Premium Plan and will continue to charge you $19.99 each month while you remain subscribed to the B9 Premium Plan. Alternatively, you may elect a three (3) month plan for $35.97 billed every three months; and a twelve (12) month plan for $83.88 billed every twelve months. Multi-month plans are prepaid and will automatically renew unless you cancel them prior to the end of the respective billing cycle. B9 will not prorate its fees. From time to time, B9 in its sole discretion may offer plans of different durations at different rates. In the event you cancel your B9 Premium account prior to your monthly billing cycle payment, your B9 premium account will remain active until the next billing cycle at which point your account will deactivate and you will not be charged. You may cancel or switch back to t h e B9 Basic Plan at any point of time. After any cancellation or switch of the B9 Premium Plan, the services available through the B9 Premium Plan will remain available to your account until the start of your next monthly pay period.

TERMINATION OF ACCOUNT DUE TO SUSPECTED FRAUDULENT OR OTHER ILLEGAL ACTIVITY

B9 reserves the right to suspend, block and close customer accounts in the event it suspects a customer is utilizing their B9 account for illegal activity including but not limited to fraud, money laundering and/or terrorist financing. When suspicious activity is identified, B9 may contact the respective customer in an attempt to mitigate risks associated with the suspicious activity. In the event the customer does not respond to B9’s inquiry or the customer provides an inadequate explanation, B9 may decide to block the customer’s account and begin exiting procedures. On occasion, B9 may choose to forego requesting additional information from the customer and proceed directly to the exiting procedure if the activity in question is of such type and/or scope that B9 does not believe mitigation or a reasonable explanation is possible. Customers will be informed via email of blocks placed on their B9 accounts. When a block is placed on a customer’s account that has funds available, those funds will not be available for

use due to concerns of facilitating fraud, money laundering or terrorist financing. B9 will make every reasonable effort to work with the customer to transfer the available funds to a third party financial institution but only after B9 has concluded any associated investigation regarding suspected fraudulent activity

and it has determined that the funds may be disbursed.

It is important to complete your registration with B9 in order to gain full access to all of B9's services. An incomplete registration or not submitting your state issued ID for verification through the B9 app will result in limited access to B9's services including daily transaction limits and not being able to order a card for purchases. Full access to B9's services, including the ability to order B9 Cards (virtual and physical) and conduct internal and external transfers, requires completing the full verification process. Until verification is complete, certain functionalities and transaction limits will remain restricted. Please ensure you follow the necessary steps to verify your account to utilize the full range of features offered by B9. If assistance is needed, please contact our support team.

The following methods of transferring funds have been identified for accounts with incomplete registration.

1. **Pull Funds via ACH from Another Bank (1-3 business days):**
    - We recommend this option. You can send funds via ACH from your B9 account to another bank.
        - Log into your B9 account via the B9 app;
        - Click on the ACH transfer option;
        - Input and bank account and routing information and click submit.
    - There's a daily limit of $250
2. **ACH via B9 Support (7-14 Days):**
    - If you rather for us to do it, please provide us with your account and routing number, and we'll transfer the funds to you. This process may take 7-14 days.

DISCLAIMERS

B9 PROVIDES ITS SERVICES (THE B9 PREMIUM PLAN), "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. B9 DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO OUR SERVICES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE B9 PREMIUM PLAN, OUR SERVICES OR OTHERWISE AVAILABLE THROUGH OUR SERVICES WILL CREATE ANY WARRANTY REGARDING B9 THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU USE B9'S SERVICES AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OUR SERVICES. YOU ARE
SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH OUR SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF OUR SERVICES.

YOU ACKNOWLEDGE THAT B9 IS SOLELY AN INTERMEDIARY BETWEEN YOU AND ANY CREDIT REPORTING AGENCY OR OTHER INFORMATION PROVIDERS ACTUALLY SUPPLYING YOUR CREDIT REPORTS, CREDIT SCORES AND OTHER INFORMATION. B9 EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN OUR SERVICES, INCLUDING THE INACCURACY OR INCOMPLETENESS OF ANY SUCH CREDIT REPORTS OR CREDIT SCORES.

NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL AFFECT WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW.

WE RESERVE THE RIGHT TO WAIVE ANY FEES AT ANY TIME AT OUR DISCRETION. WAIVER OF A FEE AT A GIVEN POINT IN TIME DOES NOT CONSTITUTE WAIVER OF THE RIGHT TO CHARGE SUCH A FEE IN THE FUTURE.

THE B9 ADVANCE SERVICE

Overview of the Advance Service: B9 offers you advance pay based on your earned but not yet paid wages (each, an "Advance") as part of its "B9 Advance Service." If you have commenced direct deposit of your payroll to your B9 Account, we will alert you to the availability of Advances through the B9 App, SMS messages and/or email. Eligible users will then be offered the opportunity to receive a no fee advance to their B9 Account, if applicable. You may also log into the B9 App and request an advance at any time. In all cases, you must affirmatively choose to receive an advance.

B9 Advance is an optional, no fee service offered by B9 to its B9 Basic and B9 Premium members that requires members to set up a payroll direct deposit to their B9 Account that deposits at least once each month. Before receiving a B9 Advance, members are required to designate their B9 account to receive a direct deposit of either their full or

partial paycheck. The amount of Advance a member is eligible to get will be based on member's B9 Account history, payroll direct deposit frequency and amount, and other factors determined by B9, and may change from time to time. If a member directs funds to its B9 Account outside his/her paycheck, those funds will not count

towards payroll deposit. Payroll deposits must be from employer wages, salaries or tips, as well as federal government or state sponsored benefit programs (i.e., Social Security Income or Unemployment Insurance).

The maximum advance amount under the B9 Advance Service is limited to a portion of your payroll deposited to your B9 Account. We reserve the right to adjust advance amounts and our eligibility criteria at any time, but in any event the funds advanced to the consumer shall not be greater than the consumer's next anticipated paycheck.

B9 Advances start at $10 as an early pay advance with a Basic membership for new members and up to $1000 for members with a Premium membership and established history with B9. B9 Members are informed of their current available maxes in the B9 mobile app. Their limit may change at any time, at B9's discretion. The B9 Advance Service may not be available in all states.

As noted above, advances offered to you under this Agreement for deposit to your B9 Account is an optional, NO FEE service. We do not charge any interest or fees or request any other payments as a condition of access to the advance pay product; however, you must be enrolled in either a B9 Basic membership which is $9.99 per month or a B9 Premium membership which is $19.99 per month. To be eligible for B9 Advance Service, the following requirements must be met:

a. Your B9 Account must be in good standing;

b. You must agree within the B9 app to have received payroll direct deposits into your B9 Account. Payroll deposits must be from employer wages, salaries tips; and federal government or state sponsored benefit programs (i.e., Social Security Income or Unemployment Insurance).

c. Amount of Payroll deposits for last 14 days is equal or greater than $100.

d. Your B9 Account balance must be equal or greater than $0;

e. You have paid back all previous cash advances.

In addition, B9 may, at any time and in its sole discretion, determine additional requirements or changes to existing requirements. Such modifications shall be effective as soon as the modified version of this Agreement is posted in an authorized distribution location, such as our website or the agreements section in the B9 App. We will also send you notification of any material modification. You can determine when this Agreement was last revised by referring to the Last Updated date of this Agreement. Your use of your B9 Account following such changes constitutes

your acceptance of the revised version of this Agreement.

B9 Account benefits may change at any time without notice. We may cancel your enrollment in the B9 Advance Service at any time for any reason, including insufficient funds in your B9 Account. Insufficient funds occurs when an account has a negative balance.

Types of Transfers; Limitations: You may use the B9 Services to request and receive Advances to your Linked Account, debit card or B9 Account, to repay such Advances in the amounts and on the days you request to pay the Monthly B9 Basic Plan Monthly Card and Account Fee. Any limitations regarding Advance amount, or Monthly B9 Basic Plan Monthly Card and Account Fee amount will be displayed to you through the B9 Services. Through the B9 App you may also authorize recurring preauthorized Electronic Fund Transfers from your Linked Account or debit card to pay for the Monthly B9 Basic Plan Monthly Card and Account Fee. Review this Terms of Services agreement for more information about stopping payment of preauthorized Electronic Fund Transfers.

Advance Repayment: In exchange for an advance, you sell your future received wage payment to B9. By enrolling in B9 Advance Service and obtaining an Advance, you authorize B9 to apply any deposit, including any paycheck deposit to repay the Advance. We reserve the right to debit your Linked Account, debit card or B9 Account for the amount of the advance any time we see evidence of a deposit (such as a paycheck) into your Linked Account or B9 Account. In the event of non-repayment of an Advance, B9 will make up to three attempts to pull funds from a linked external account to recover overdue balance. In the event laws or regulations for your state of residence on file with B9 prohibits or restricts an external pull, B9 will comply with the state law or regulation. B9 will first attempt repayment from the B9 Account and only if funds are not available or sufficient will B9 then attempt to pull funds from the linked account(s). B9 may attempt a partial repayment of the Advance from the B9 Account and then attempt to pull the remaining balance from the linked account(s). For Kansas, Missouri, Nevada South Carolina and Wisconsin residents, in the event B9's attempts at collecting an overdue Advance balance causes an overdraft in a linked account, B9 will reimburse you for the associated overdraft fee so long as you are able to provide B9 with sufficient documentation proving B9 was responsible for causing the overdraft.

However, B9 warrants that it has no legal or contractual claim against you based on a failure to repay an advance, but B9 will not provide you further advances while any amount remains unpaid under the B9 Advance Service. With respect to a failure to repay an Advance, B9 warrants it will not engage in any debt collection activities, place the amount owed with or sell to a third party, or report you to a consumer reporting agency. B9 does not waive any rights regarding fraudulent activity, and B9 will pursue instances of fraud.

B9 may apply any incoming transfers to an Advance balance regardless of how long ago

the

Advance was distributed. In the event an Advance has not been repaid within 14 days, Advance repayments will be initiated 14 days after the advance was disbursed to the customer's B9 account and may be pulled from the customer's existing account balance as well as linked accounts. If any advance is not repaid within 15 calendar days from the date when we credited your B9 Account or linked account for the cash advance, B9 may unenroll your account from B9 Advance Service. This unenrollment from B9 Advance Service shall not prevent you from using your B9 Account or B9 card or any other B9 Services. You will not be able to obtain further B9 Advances while your prior advance remains outstanding. If you have a linked account and insufficient funds in your B9 Account, B9 may initiate a chargeback on your linked account to satisfy your outstanding B9 Advance.

If any Advance fee deduction is not successfully deducted or repaid, or is only partially deducted or repaid, on the original Scheduled repayment day, for any reason including administrative error, other priority deductions or for any reason there are insufficient net wages to cover the Advance repayment, you authorize B9 to make three further repayment attempts. You may revoke your authorization for any such subsequent deductions at any time without a penalty or a fee. However, if B9 is unable to settle an Advance balance, your access to the Services may be limited or suspended until such time as you voluntarily pay the outstanding Advance amount. B9 will not engage in any collection activity or credit reporting. B9 will not charge any additional fee or interest of any kind.

Aside from residents of Kansas, Missouri, Nevada South Carolina and Wisconsin, B9 is not responsible for any overdraft fees, over-the-limit fees, insufficient fund charges, or any other bank fees that result from your failure to maintain a sufficient balance in your Linked Account. B9 monitors your balance and will attempt to ensure you have sufficient funds before debiting your account, but B9 makes no warranties that an overdraft will not occur.

Evolve Bank & Trust, is not a party to this Agreement and does not provide any of the services contemplated hereunder, including the above-described Advance Service or the Advances contemplated hereunder. Further, the Advance Services and Advances are not governed by Evolve or the Evolve's Customer Account and Cardholder Agreement. You understand and agree that B9 is the provider of such services and is responsible for providing the Advances and services under this Agreement. You agree that Evolve will have no obligation, duty or liability to you with regards to the Advances or B9 Services under this Agreement.

EXTERNAL CARDS

External Cards may be connected to your B9 account through the B9 app for the purpose of conducting transfers between your B9 account and your non-B9 card accounts. Connecting external cards to your B9 account is voluntary.

When an external card is connected to a B9 account, you may opt into allowing external card may be charged by B9 for outstanding balances related to B9 Advances and negative balances in B9 accounts. You must disconnect your external card from your B9 account if you wish to prevent your external card being charged when your B9 account has a negative balance.

EXPRESS FEE

B9 members can choose to have their Advances to be instantly deposited into their accounts. This service is optional. It may take up to 5 business days for Advance funds to be deposited if the Express option is not chosen. The fee associated with this instant deposit is as follows:

Advance Amount	Minimum Express Fee	Maximum Express Fee
<$50	$1.99	$5.99
$50-$99.99	$3.99	$9.99
$100 - $149.99	$6.99	$14.99
$150 - $199.99	$7.99	$14.99
$200 - $249.00	$8.99	$17.99
$250 - $299.99	$9.99	$19.99
$300 - $399.99	$11.99	$22.99
$400-$499.99	$13.99	$27.99
$500-$599.99	$15.99	$34.99
$600-$799.99	$17.99	$39.99
$800-$1,000	$19.99	$49.99

B9 CREDIT LINE LOAN

You may choose to request a **B9 Credit Line Loan** from **B9, Inc.**("B**9**") through the B9 App. If **B9** approves your request, the **B9 Credit Line Loan** will be governed by the Promissory Note between you and **B9**. If you are approved for a **B9 Credit Line Loan**, you may transfer the proceeds to your Bank Account or your Linked Bank Account or access them through your Card. Please refer to the separate Truth in Lending disclosure available in the Promissory Note for information about fees and charges associated with your **B9 Credit Line Loan**. All loans are made by **B9, Inc.**, NMLS 2156167, a licensed U.S. lender in the State of California. Please see your loan documents for details. Eligibility for a loan is not guaranteed. Subject to state regulations, eligibility, credit check, underwriting and approval. Rates, terms and conditions apply. Lending decisions and funding times are subject to system limitations. Some applications may require additional verification, which can delay the lending decision. The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion,

national origin, sex, marital status, age (provided

the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agencies that administer compliance with this law concerning this creditor are: Consumer Financial Protection Bureau, 1700 G Street NW, Washington DC 20006; and Federal Trade Commission, Equal Credit Opportunity, Washington DC 20580. FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, STATE OF CALIFORNIA. **B9, Inc.**is licensed by the California Department of Financial Protection and Innovation, 2101 Arena Boulevard Sacramento, CA 95834. Loans are made or arranged pursuant to California Financing Law license No**. 60DBO-142632**.

Evolve Bank & Trust, is not a party to the B9 Credit Line Loan, and does not provide any of the services contemplated hereunder. Further, the B9 Credit Line Loan is not governed by Evolve or the Evolve's Customer Account and Cardholder Agreement. You understand and agree that B9 is the provider of such services and is responsible for providing the services under this Agreement. You agree that Evolve will have no obligation, duty or liability to you with regards to the advances or B9 Services under this Agreement.

LINKS TO OTHER WEBSITES AND SERVICES

The Services may contain links to outside services and resources, the availability and content of which B9 does not control or monitor. We are not responsible for examining or evaluating, and we cannot guarantee and expressly do not warrant the offerings of these businesses or individuals or the content of their web sites.

Except where an endorsement or relationship is expressly disclosed, links to and from such sites do not constitute a B9 endorsement, and B9 does not represent or imply that there is any business relationship between B9 and the other entities. In some cases where B9 does have a business relationship with the third-party website linked in the Services, B9 may earn commission or other compensation from your access to that third-party website or your purchase of products and services from that entity. B9, however, does not disclose any of your personal information to such third parties. Where B9 has such a business relationship, B9 will expressly disclose within the Services that it may earn commission from your use of the third-party web site.

B9 does not assume any responsibility or liability for the actions, products, and content of these and any other third-parties. Any concerns regarding any such service or resource, or any link thereto, should be directed to the particular outside service or resource.

OVERVIEW OF INCOME OPPORTUNITY SERVICES

AdGem is a service that informs you about income opportunities through partnerships with other companies. AdGem lets users apply directly for these opportunities. B9 may receive compensation from AdGem program partners when we successfully connect users to income opportunities. Availability and eligibility conditions apply. AdGem is a service that allows members to earn payment directly to their Reward Account by completing offers in-app. Availability and eligibility conditions apply. See this section of this agreement for more details.

Prohibited Activities

(1) attempt to inflate your earnings by circumventing or otherwise compromising the systems;

(2) engage in any fraudulent activity, masking or forging your identity, redeeming or attempting to redeem rewards, prizes, and/or incentives through false or fraudulent means, and tampering with offers;

Taxes

You agree that you are responsible for all taxes and fees associated with your use of AdGem. If you earn more than a certain amount of money, we may be required to mail you a form to obtain your social security number for tax reporting purposes. You agree that you will complete and return all forms we send to you requesting information.

REFERRAL PROGRAM

B9 offers a referral reward for customer referrals. In order for both the referred individual and the referring B9 member to qualify for and receive the $5.00 referral reward, the following conditions must be met: referred individuals must open a new account after January 1, 2023; they must open the new account using the referring B9 member's unique referral code.

The referring B9 member must be an active B9 member to be eligible for a reward. In order to be considered an active B9 member, the member must maintain at least a Basic B9 membership and be in good standing with all membership fees and B9 Advances. The reward will be paid to each party within (2) business days after they activate the reward through the app. Members may earn no more than $200.00 in referral rewards per calendar year (January 1 - December 31. The referred individual acknowledges that payment of the reward will result in the member's knowledge of the individual's establishment of a new B9 Visa Card. B9 reserves the right to cancel or modify the terms of the referral reward offer or to terminate the member's eligibility at any time with or without prior notice. Credits of $10 or more will be reported on tax form 1099-INT for a new member. Total credits of $600 or more will be reported on tax form 1099-MISC for the referring B9 member.

Banking services are provided by Evolve Bank & Trust, Member FDIC.

B9 CASHBACK

Upon signing-up for cashback rewards, you will be given an opportunity to select 4 merchant categories which you may receive cashback rewards so long as you satisfy the minimum monthly spending requirements of $200 with your B9 Card. Once selected each month, the cashback rewards merchant categories cannot be changed. You will receive between 0.4% to 5% cashback depending on the category. The cashback reward is triggered after you spend the minimum amount of $200 with merchants in the specified merchant categories during the monthly billing cycle. The minimum activity amount may vary from month to month. Cashback rewards will not accumulate until the member's spending with merchants within the specified categories satisfies the minimum amount. The minimum spending activity for cashback rewards aggregates for all categories. The maximum cashback rewards that you may receive each month is capped at $100 per month.

Your cashback rewards will be automatically deposited into your B9 Account, or your B9 Account's subaccount if one is created for you, on the 5th of the following month and can be used for any purchase or can be electronically transferred to a different account.

A purchase's eligibility for contributing to your monthly aggregate cashback determination, in accordance with industry practices, is dependent on the Merchant Category Code ("MCC") assignment which is based on the merchant's line of business, or the types of products and/or services the merchant primarily sells or provides. B9 and its partners does not assign MCCs to merchants and is therefore not responsible for inaccurate or outdated MCC assignments. It is Possible that you will make a purchase for goods or services that appears to satisfy the cashback rewards contribution requirements, but the purchase ultimately fails to contribute to the monthly aggregate cashback determination amount if the merchant does not have an appropriately assigned MCC. Cashback rewards will not be awarded for certain transactions (Cash withdrawals; Cash Advances; and Balance Transfers). All cashback rewards not yet awarded to the member are forfeited if the member closes their account prior to the disbursement. The following MCCs are currently eligible for contributing to the B9 Member's Cashback rewards monthly aggregate (these MCCs may change at any time);

Category	Additional info	MCC Codes
Entertainment	Video Game Arcades, Bowling alleys, Sporting events,	
Restaurants	Arcades, Live events, Aquariums Bars, Restaurants, Nightclubs	7911, 7922, 7929, 7932, 7933, 7941, 7991, 7992, 7993, 7994, 7996, 7997, 7998, 7999, 8664 5811, 5812, 5813
Supermarket/Online Stores	Wholesale clubs, Grocery stores, Supermarkets, Liquor stores	5297, 5298, 5300, 5411, 5412, 5422, 5441, 5451, 5462, 5715, 5921
Fast Food Restaurants	McDonald's, Wendys, Taco Bell, etc.	5814
Gas Station	Service Stations like 7-Eleven, Exxon Mobil, etc.	5172, 5541, 5542, 5983
Rideshare/Taxi	Cabs, Limousines, Lyft, Uber, etc.	4121
Book Stores	Stationery, Office Supplies, Books, Newstands	2741, 5111, 5192, 5942, 5994
Beauty	Cosmetics, Barber or Beauty Shops, Massage parlors, Spas	5977,7230,7298
Travel	Travel agencies & tour operators, charters, tours & travel packages	4722
Movie	Movie theaters, Video rental	7829, 7832, 7841
Pharmacy	Drug Stores and Pharmacies	5292, 5295

Note: Card Not Present transaction will not be processed for MCCs 4722, 7298 and 5983.

As part of our commitment to the security of our members, B9 will not hold members liable for any fraudulent purchases made on your account without their permission and will therefore void any cashback rewards attributed to fraudulent activity. Cashback rewards attributed to legitimate activity will not impacted by fraudulent activity on a member's account.

In the event a purchase is returned, voided or cancelled prior to the cashback being awarded to the member, the cashback rewards attributed to the returned, voided or cancelled purchase will be voided and not deposited into the member's account. In the event a purchase is returned, voided or cancelled after the cashback is awarded to the member, the cashback rewards attributed to the returned, voided or cancelled purchase will negate an equal amount of cashback rewards to be awarded to the member in subsequent months until the balance of the returned, voided or cancelled purchase cashback rewards is satisfied.

Evolve is not the owner of this program and/or rewards do not originate from Evolve Bank & Trust.

PREMIUM SUPPORT

For an additional fee, B9 Basic Plan members may receive expedited service regarding account servicing issues. To utilize the optional service, B9 members must elect to utilize service through the B9 app. Premium Support is provided free of charge to B9 Premium Plan members.

CONSENT TO ELECTRONIC COMMUNICATIONS AND DOING BUSINESS ELECTRONICALLY

A computer with an Internet connection (PCs should be running Windows 7 or higher and Internet Explorer 10 or higher, Chrome, or Firefox; Macs should be running OSX and Safari, Chrome, Firefox, or

a. A mobile device that mobile device with access to the Internet running either Apple iOS 10.3 or higher, or Android 4.1 or higher..

You will also need a valid email address, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

Withdrawing Consent: You may withdraw your consent to receive Communications electronically by contacting us at support@bnine.com; by mail at B9, Inc., 777 Brickell Avenue, Suite 500 Miami, FL 33131 and by phone at (888) 297-5504. If you withdraw your consent, we reserve the right to limit or close off your access to the B9 Services. If

you withdraw your consent, the legal

validity and enforceability of prior Communications delivered in electronic form will not be affected. You agree to pay any amount owed to B9 such as B9 Basic Plan Monthly Card and Account Fee or Express Fees even if you withdraw your consent and we close or limit access to the B9 App and/or the B9 Services.

Updating Records: As noted above, you can update your User Information in the B9 App or by emailing us at support@bnine.com.

SMS MESSAGING AND TELEPHONE CALLS

You consent to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, with service- related information such as alerts, or questions about your use of the B9 Services and/or B9 App. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. B9 and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, e-mails or other means.
SMS Messages will:

- Include both the sender's identity and opt-out instructions;
- a means for consumers to opt-out by replying directly to the text message;
- only be sent between 8 am and 9 pm.

Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.

Interactions with B9 may be powered or assisted by artificial intelligence, like chatbots or similar technologies. The artificial intelligence based technologies may have access to customer and account information that will be similarly protected as information accessed by non-artificial persons. Access controls to customer and account data will be implemented for artificial intelligence based technologies. In the event our artificial intelligence based technology has insufficient access or is unable to fully assist you, the request, issue or question will be escalated appropriately and referred to a non-artificial person for resolution. While the use of artificial intelligence technologies is intended to provide helpful information and improve your experience, artificial intelligence and related technologies do possess limitations. Our Chatbots

may generate outputs that are inaccurate, inapplicable or inappropriate for your situation, so you should not rely solely on their answers.

ACCOUNT CLOSURE PROCEDURE

When closing your account, B9 recommends the following steps:

- **Cancel all recurring charges;**
- **Transfer balance of account to a third party financial institution; and**
- **Contact B9 support through the B9 App informing us that you wish to close your account.**

The closure process may take up to 30 days to complete. Any membership fees paid will be applied only to the current billing cycle. You will not be required to pay any additional membership fees if the closure process exceeds the current billing cycle. In the event that you prepaid for your B9 membership, please contact B9 for a refund.

Once closed, you will no longer be a B9 member and therefore not be obligated to pay your monthly membership fee.

TIPS

Payment of a tip is completely optional and is refundable. Payment or non-payment of a tip will not affect your eligibility to receive future B9 Advances and will not affect the size of any B9 Advance you receive. Any tip that you provide will be debited from your B9 Account. B9 will refund a tip if you request a refund within 30 days of repayment of the B9 Advance. To request a refund for a tip, you may contact B9 through live chat, email or by phone.

FEE WAIVED SUBSCRIPTION OPTION

Each billing month, B9 will waive the subscription fee, for either Basic or Premium memberships, if you receive at least $5,000 in aggregate deposits (which may include Payroll deposit, ACH transfers, and Card transfers) from the previous billing month. The deposits may be from multiple employers or sources as well as government benefit and assistance programs. Failing to receive at least $5,000 each billing month in deposits will result in your account being charged the monthly membership fee for your membership plan. Enrollment is automatic.

LIMITATIONS OF USE

You agree to use the B9 App, bnine.com and B9 Services only for lawful purposes. You are prohibited from any use of the B9 Services or B9 App that would constitute a

violation of any

applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the B9 App or B9 Services, including but not limited to unauthorized entry into B9's systems, misuse of passwords, or misuse of any information posted on the B9 App, Bnine.com or through the B9 Services is strictly prohibited. B9 makes no claims concerning whether use of the B9 App, Bnine.com orB9 Services is appropriate outside of the United States. If you access the B9 App, Bnine.com or the B9 Services from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

You agree you will not 1) try to reverse engineer, disassemble, decompile, or decipher the B9 App, bnine.com or the B9 Services or software making up the B9 App, bnine.com and B9 Services,
2) navigate or search the B9 App, bnine.com or B9 Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), 3) use a means other than B9's provided interface to access the B9 App,bnine.com or the B9 Services, 4) use the B9 App, Bnine.com or the B9 Services in a way that could impair, overburden, damage, or disable any portion of the B9 App, bnine.com or B9 Services, or 5) mirror any material contained on the B9 App, Bnine.com or the B9 Services.

B9 reserves the right to take various actions against you if we believe you have engaged in activities restricted by this Agreement or by laws or regulations, and B9 also reserves the right to take action to protect B9, other users, and other third parties from any liability, fees, fines, or penalties. We make take actions including, but not limited to: 1) updating information you have provided to us so that it is accurate, 2) limiting or completely closing your access to the B9 App, bnine.com or the B9 Services, 3) suspending or terminating your ability to use the B9 App, bnine.com or the B9 Services on an ongoing basis, 4) taking legal action against you (note, as described in Section 9.3 B9 will not take action against you for failure to repay an Advance), 5) holding you liable for the amount of B9's damages caused by your violation of this Agreement.

INTELLECTUAL PROPERTY RIGHTS

The B9 App, bnine.com and the B9 Services are owned and operated by the B9. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the "B9 Materials") are owned exclusively by B9 or the licensors or suppliers of B9 and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and

applicable laws. Nothing on this bnine.com, B9 App or the B9 Services

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You agree that the B9 Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of B9. You acknowledge that the B9 Materials are and shall remain the property of B9. You may not modify, participate in the sale or transfer of, or create derivative works based on any B9 Materials, in whole or in part.

TERMINATION

B9 may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the B9 App, Bnine.com or the B9 Services at any time, with or without cause, in B9's absolute discretion and without notice. The following provisions of this Agreement shall survive termination of your use or access to the B9 App, bnine.com or the B9 Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Dispute Resolution by Binding Arbitration, and General Provisions, and any other provision that by its terms survives termination of your use or access to the B9 App, Bnine.com or the B9 Services.

B9 further reserves the right to modify or discontinue, either temporarily or permanently, any portions or all of the B9 App, bnine.com or B9 Services at any time with or without notice.

DISCLAIMER OF WARRANTIES

THE B9 APP, BNINE.COM AND THE B9 SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, B9 AND ALL OF ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, LICENSORS AND SUPPLIERS INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS (COLLECTIVELY, THE "B9 PARTIES") EXPRESSLY MAKE

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE B9 APP, BNINE.COM OR THE B9 SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE B9 APP, BNINE.COM ORTHE B9 SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT
THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

THE B9 PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION OR CONTENT ON THE B9 APP, BNINE.COM, OR THE B9 SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. SOME OF OUR CONTENT AND INTERACTIONS WITH CUSTOMERS MAY BE GENERATED IN AN AUTOMATED FASHION USING ARTIFICIAL INTELLIGENCE TECHNOLOGIES; ERRORS MAY OCCUR SO B9 MAKES NO WARRANTIES TO THE RELIABILITY OR ACCURACY OF ARTIFICIAL INTELLIGENCE GENERATED STATEMENTS. THE B9 PARTIES MAKE NOREPRESENTATION, WARRANTY, OR GUARANTEE THAT THE B9 APP, BNINE.COM OR B9 SERVICES
ARE FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

NO LEGAL TAX OR FINANCIAL ADVICE; ALERTS

B9 DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, OR FINANCIAL ADVICE THROUGH THE B9 APP, BNINE.COM OR THE B9 SERVICES. B9 IS NOT A LAWYER, TAX ADVISOR, BROKER, OR FINANCIAL PLANNER. B9 ENCOURAGES YOU TO CONSIDER CONSULTING AN ACCOUNTANT OR OTHER FINANCIAL ADVISOR AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES BEFORE IMPLEMENTING ANY FINANCIAL STRATEGY OR MAKING OTHER FINANCIAL DECISION. B9 WILL MAKE REASONABLE EFFORTS TO PROVIDE TIMELY AND

ACCURATE ALERTS TO YOU, BUT YOU ACKNOWLEDGE AND UNDERSTAND THAT ALERTS MAY BE DELAYED OR PREVENTED FOR VARIOUS REASONS. B9 DOES NOT GUARANTEE THE DELIVERY, ACCURACY, OR TIMELINESS OF ALERTS. FURTHER, B9 IS NOT LIABLE FOR ANY ERRORS IN THE DELIVERY OR CONTENT OF AN

ALERT, AND B9 IS NOT LIABLE FOR ACTIONS YOU TAKE, OR DO NOT TAKE, IN RELIANCE ON ALERTS. B9 IS NOT LIABLE FOR ANY THIRD-PARTY RELIANCE ON ALERTS.

LIMITATION OF LIABILITY

THE B9 PARTIES WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS, ARISING OUT OF OR RELATING TO YOUR USE OF THE B9 APP, BNINE.COM OR THE B9 SERVICES, THE B9 MATERIALS, OR ANY CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE B9 APP, BNINE.COM OR THE B9 SERVICES, EVEN IF B9 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE B9 PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE B9 APP, BNINE.COM OR THE B9 SERVICES, OR FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO, OR USE OF, THE B9 APP, BNINE.COM OR THE B9 SERVICES. IN NO EVENT WILL THE B9 PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED USD $1,000 (ONE THOUSAND UNITED STATES DOLLARS). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE B9 APP, BNINE.COM OR THE B9 SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the B9 parties from and against any and all claims, losses, expenses, demands or liabilities, including reasonable attorneys' fees arising out of or relating to (i) your access to, use of or alleged use of the B9 App, Bnine.com or the B9 Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation;
(iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of

such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. B9 reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not

to settle any matter without the prior written consent of B9.

DISPUTE RESOLUTION BY BINDING ARBITRATION

YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED BELOW.

Election to Arbitrate: You and B9 agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 24 (the "Arbitration Provision"), unless you opt out as provided in Section 24.3 below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of Section 24.8 below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter claims, cross claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

Applicability of the Federal Arbitration Act; Arbitrator's Powers: This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

Opt-Out of Arbitration Provision: You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to support@bnine.com, within 60 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt- out notice in any manner you see fit as long as it is received at the specified address within the

specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

Informal Dispute Resolution: If a Claim arises, 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. You agree that before filing any claim in arbitration, you may submit Claims by sending an email to support@bnine.com at any time.

Arbitration Procedures: The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”) or Judicial Alternatives and Mediation Services (“JAMS”). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800)778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may visit their web site at: www.jamsadr.com. In the case ofa conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

Arbitration Fees: If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

Appeals: Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by

the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

No Class Actions: NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVEBEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.

Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 24.8, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 24.8 shall be determined exclusively by a court and not by the administrator or any arbitrator.

Survival and Severability of Arbitration Provision: This Arbitration Provision shall survive the termination of this Agreement. If any portion of this Arbitration Provision other than Section
24.8 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section
24.8 are finally adjudicated pursuant to the last sentence of Section 24.8 to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

Judicial Forum for Claims: Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and B9 agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Los Angeles County, California. Both you and B9 consent to

venue and personal jurisdiction there.

We both agree to waive our right to a jury trial.

WAIVER OF RIGHT TO LITIGATE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

GOVERNING LAW AND VENUE

Except for Section 24 which is governed by the FAA, this Agreement and all Claims are governed by the laws of the State of California, without regard to conflict-of-law rules.

Transfers between your Linked Account and B9 Account, as well as payments made to third parties, are governed by the Evolve's Customer Account and Cardholder Agreement.. Please refer to that agreement for information concerning any limitations that may apply to these transfers and payments.

Documentation: Your Advance and payment history can be viewed within the B9 App by navigating to the "Account Settings" page and tapping "Account" or "Advances," depending on the type of transactions you seek to view. You are responsible for reviewing payment history and/or B9 Account transaction history, if applicable, and maintaining copies for your records.

Our Liability: If B9 does not debit or credit your Linked Account, debit card or B9 Account in accordance with these Terms of Service, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

a. If, through no fault of ours, you do not have enough money in your Linked Account, debit card or B9 Account to make a payment.

b. If the Linked Account, debit card or B9 Account you specify as the payment source is closed or does not contain sufficient funds to complete the payment or the charge is rejected or returned by your bank or financial institution.

c. If the B9 Services were not working properly and you knew about the problems when you started your payment.

d. If we cannot complete a payment due to fraud or attacks on our systems or the B9 Services.

e. If circumstances beyond our control (such as fire or flood) prevent a payment, despite reasonable precautions we have taken.

There may be other exceptions stated in our Agreement with you.

Confidentiality Related to Electronic Fund Transfers: We will disclose information to third parties about the Electronic Fund Transfers you make through the B9 Services:

a. Where it is necessary for completing the Electronic Fund Transfers; or,

b. In order to comply with government agency or court orders; or,

c. If you give us written permission; or,

d. As otherwise provided in our Privacy Policy.

Error Resolution: In case of errors or questions about your Electronic Fund Transfers, email us at support@bnine.com. If you think your Linked Account statement, receipt, or payment history within the B9 App are wrong, or if you need more information about a transfer listed on the statement, receipt, or within the B9 App, contact us as soon as you can. We must hear from you no later than sixty (60) days after the statement or receipt was delivered to you. In your notification to us, you must:

a. Tell us your name and phone number associated with your B9 App user account.

b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Linked Account or B9 Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new B9 App user accounts, we may take up to 90 days to investigate your complaint or question. For new B9 App user accounts, we may take up to twenty (20) business days to credit your Linked Account or B9 Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

ALL QUESTIONS ABOUT TRANSACTIONS MADE THROUGH THE B9 SERVICES MUST BE DIRECTED TO B9, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR LINKED ACCOUNT.

We are responsible for the B9 Services and for resolving any errors in transactions made in conjunction with such services.

We will not send you a periodic statement listing transactions that you make through the B9 Services for your linked account. The transactions will appear only on the statement issued by your bank or other financial institution. You may review your account activity by using the B9 app. We will deliver or make available to you periodic statements for your Account as required by law. You will receive a statement as long as you have a transaction on your Account during the Statement period, and if there were no transactions on your Account, we will provide you a statement at least quarterly. The Account statement will describe payments or transfers made in connection with your Account. You agree to notify us promptly if you do not receive your statement by the date you normally would expect to receive it. You will receive an electronic statement (not paper), and you agree that the statement has been delivered or made available to you in a reasonable manner.

SAVE THE RECEIPTS YOU ARE PROVIDED WHEN YOU USE THE B9 SERVICES, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.

If you have any questions about one of these transactions, email us or write us at the email or address indicated below: E-mail: support@bnine.com, B9, Inc. 777 Brickell Avenue, Suite 500 Miami, FL 33131. Our Phone number is (888) 297-5504.

IF YOUR B9 APP LOGIN ID OR PASSWORD IS LOST OR STOLEN, NOTIFY US AT ONCE by calling or

writing to us at the telephone number or address listed above.

Preauthorized Payments.

a. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: write to us at support@bnine.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. To speak to someone directly, you may also call (888) 297-5504, Monday through Friday: 6 AM to 6 PM Pacific Standard Time (9 AM to 9 PM Eastern Standard Time). If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (We may charge you for each stop-payment order you give, in accordance with our Fee Schedule.)

b. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) f

c. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. To the extent permitted by law, our liability for losses or damages may be limited to actual damages that you have sustained if the failure to stop payment was due to a bona fide error.

A stop payment order will remain in effect until the earlier of:

(A) The withdrawal of the stop payment order by the Receiver; or

(B) The return of the debit Entry, or, where a stop payment order applies to more than one debit Entry relating to a specific authorization involving a specific Originator, the return of all such debit Entries.

SEVERABILITY

If any provision of this Agreement is found to be invalid, unlawful, void, or unenforceable by either an arbitrator or a court of competent jurisdiction, this Agreement’s remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

WAIVER

You agree that if B9 does not enforce any of its legal rights or remedies under this Agreement, or other legal rights or remedies B9 has under applicable laws, this shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever.

GENERAL PROVISIONS

This Agreement is the entire understanding and agreement between you and B9. This Agreement supersedes any previous Terms of Service agreement or other agreement to which you and B9 may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.