



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 Customer Account and Cardholder Agreement (the “Bank Services”), each of which are provided by Evolve Bank & Trust, Member FDIC (“Evolve”). Please refer to the Evolve’s Customer Account and Card Agreements 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. PLEASE REFER TO SECTION 24 BELOW FOR MORE INFORMATION.

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) a legal resident of the United States, (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), 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 monthly subscription 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 opt-out 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.

OVERVIEW OF B9 SERVICES

B9 provides you with B9 Advance membership automatically at your payroll deposit switch to your B9 account. You do not need to additionally enroll into B9 Advance membership, and there are no fees due. B9 Advance membership offers early access to your earned but unpaid wage. B9 Advance service is separate from your B9 Account, which are designed to help you manage your finances. These services and features collectively referred to in this Agreement as the “Services” and are subject to B9’s Services and B9’s Privacy Policy, and include:

Advance Services: Free 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 Services: A suite of services and features exclusive to B9 members that allow you to apply for a B9 demand deposit account with Evolve (“B9 Account”) and B9 debit Visa® card issued by Evolve (“B9 Card”) to help you view, manage, and access your B9 Account and B9 Card. Any B9 Account that is opened and B9 Card that is issued to you through the B9’s Services, are governed by Evolve’s customer account and cardholder agreement and Evolve’s privacy policy. These 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.

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.

THE 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 “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 free 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 members that requires to set up a payroll direct deposits to the B9 Account each month. The amount of Advance a member is eligible to get earlier 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 and not be from 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.

All B9 Advance members start with up to \$100 early pay advance, with a potential for it to increase up to 100% of your earnings you deposit from your paycheck to your B9 Account. 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. May not be available in all states.

As noted above, Advances offered through 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 B9 Advance membership which has no monthly membership due also. To be eligible for B9 Advance membership, the following requirements must be met:

- a. Your B9 Account must be in good standing;
- b. You must have received payroll direct deposits into your B9 Account. Payroll deposits must be from employer wages, salaries or tips and not be from federal government or state sponsored benefit programs (i.e. Social Security Income or Unemployment Insurance);
- c. Your B9 Account balance must be equal or greater than \$0;
- d. You have not received a cash advance from us in the last 15 days; and
- e. You have paid back all previous cash advances within 15 calendar days.

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 Advance benefits may change at any time without notice. We may cancel your enrollment in the B9 Advance membership at any time for any reason, including insufficient funds in your B9 Account.

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 Subscription Fee. Any limitations regarding Advance amount, or Subscription 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 Subscription Fee. Review this Terms of Services agreement for more information about stopping payment of preauthorized Electronic Fund Transfers.



Advance Repayment: Under B9 Advance program, in exchange for an advance, you sell your future received wage payment to B9. By enrolling in B9 Advance membership 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 Advance any time after the later of: (1) we see evidence of income (such as a paycheck) deposited into your Linked Account or B9 Account, or (2) the pay back date selected by you through the B9 App.

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 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.

If any Advance is not repaid within 15 calendar days from the date when we credited your B9 Account for the cash advance, B9 may unenroll your account from B9 Advance membership. This unenrollment from B9 Advance membership shall not prevent you from using your B9 Account or B9 card or any other B9 Services whether paid or free.

Although B9 is helping users avoid overdraft fees, 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 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 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.

B9 SERVICES

If you open a B9 Account and obtain a B9 Card, you will be able to manage your account and card, view your transaction history and other account information, perform certain transactions, and access various features of your account and card 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 agreement 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 Linked Account. This feature is only available if you have a Linked Account with another depository institution.
- c. Freeze your B9 Card if you misplace it to prevent it from being used.
- d. Manage your Virtual B9 Card.
- e. Update your email address, mailing address and other account-related information.
- f. Obtain live support and customer service through the B9 App's chat function.
- g. Other transactions, features or capabilities as may be offered in the future, including but not limited to: suspend or delay a preauthorized transfer if created in error; adjust debit card and ATM limits; activate a card through B9 App; or obtain a direct deposit form from the B9 App with your routing/account numbers to setup direct deposit with your employer or governmental agency.

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 Linked Account are governed by the Evolve's Customer Account and Card Agreements. Certain transaction limitations may apply to Linked Account transfers. Please refer to the Evolve's customer account 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 agreements Customer Account and Card Agreements.

Fees: To help you view, manage and access your B9 Account and B9 Card, B9 will charge you a subscription fee of \$4.99 (four dollars and ninety-nine cents) each month while you remain B9 customer. B9 has the right to change or waive any subscription 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.

CONSENT TO ELECTRONIC COMMUNICATIONS AND DOING BUSINESS ELECTRONICALLY

Communications to Be Provided in Electronic Form: By choosing to use the B9 App or the B9 Services, you will receive from time-to-time disclosures, notices, documents, and any other communications about our services, the B9 App, or from B9 (“Communications”). We can only give you the benefits of our services by conducting business through the Internet, and therefore we need you to consent to receiving Communications electronically. This section informs you of your rights when receiving electronic Communications from us. We may discontinue electronic provision of Communications at any time in our sole discretion.

Communications in Writing: By accepting to this Agreement, you agree that electronic Communications shall be considered “in writing” and have the same meaning and effect as if provided in paper form, unless you have withdrawn your consent to receive Communications electronically as stated below. You agree that we have no obligation to provide you Communications in paper format, although we reserve the right to do so at any time.



Minimum Requirements: You understand that, in order to view and/or retain copies of the electronic Communications, you will need either:

- a. 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, or Firefox); or
- b. A mobile device that meets the requirements described in Section 4.

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. 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 Subscription Fees 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.

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.



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 or B9 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



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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, B9.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, b9.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, B9.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, b9.com or B9 Services at any time with or without notice.

DISCLAIMER OF WARRANTIES

THE B9 APP, B9.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, B9.COM OR THE B9 SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE B9 APP, B9.COM OR THE 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. THE B9 PARTIES MAKE NO REPRESENTATION, 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 of a 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 HAVE BEEN 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, Customer Account and Card Agreements. Please refer to that agreement for information concerning any limitations that may apply to these transfers and payments.

Fees: B9 charges no fees to access an B9 Advance membership.

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 ninety (90) 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. The transactions will appear only on the statement issued by your bank or other financial institution.

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. 845 Market St., Suite 450 #12 San Francisco, CA 94103



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.

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.