Extra Terms of Service

Last updated: March 26, 2026

The following terms of service are terms of a legal agreement (the "Terms") between you ("you", "your", or "user") and The Aligned Company, Inc. d/b/a Extra, its subsidiaries, affiliates, agents and assigns ("Extra", "we", "us", or "our"), that sets forth the terms and conditions for your use of all of Extra's websites and all mobile applications (the "Extra App or the "Site") and/or the products and services offered, operated or made available by Extra, including the Extra Debit Payment Service and Extra Rewards Program (collectively, the "Services") in association with your Membership Plan, Extra Account, or Debit Card with its associated Funding Source (collectively, your "Account"). This Site and the Services are being provided to you expressly subject to these Terms. By accessing, browsing and/or using the Site or the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and to comply with all applicable laws and regulations. These Terms govern your use of the Site and the Services.

THESE TERMS ALSO INCLUDE A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 17 BELOW FOR MORE INFORMATION.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference, including but not limited to the Extra Debit Mastercard provided by Evolve Bank & Trust Cardholder Agreement (https://extra.app/legal/cardholder-evolve) or the Patriot Bank, N.A. Cardholder Agreement (https://extra.app/legal/cardholder-patriot) (the "Debit Card Cardholder Agreement"), the Lead Bank Overdraft Line of Credit Agreement (https://extra.app/legal/credit-agreement) (the "OLOC Agreement"), the Extra Privacy Policy ("Privacy Policy") (https://extra.app/legal/privacy), Evolve Bank & Trust Privacy Policy (https://www.getevolved.com/privacy-policy/), Patriot Bank, N.A. Privacy Policy (https://bankpatriot.com/Learn/Protection/Privacy-Security), Lead Bank Privacy Policy (https://lead.bank/privacy-and-terms), the Dwolla Account Terms of Service, and the Dwolla Privacy Policy (see links below).

We reserve the right, in our sole discretion and subject to applicable law, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change except where advance notice is required by law. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted. For the most recent terms, visit: https://extra.app/policies.

Extra's Services allow you to obtain the Extra Debit Card (the "Debit Card"), a network branded debit card issued by one of our banking partners, either Evolve Bank & Trust (Member FDIC) or Patriot Bank, N.A. (Member FDIC) ("Issuing Bank") and each powered by Mastercard. With the Debit Card, you can access your Funding Source, as outlined below, to allow you to purchase goods and services from retailers, earn rewards points ("Extra Points", as further described below in Section 11.a) if you opt-in to our optional rewards program ("Extra Rewards Program") by signing up for a membership plan with a feature that allows you to earn rewards, and establish payment history, which is key to building credit. The Debit Card and Funding Source are subject to the separate terms provided in your Debit Card Cardholder Agreement. Your eligibility for the Debit Card is the decision of the Issuing Bank. If you cannot obtain the Debit Card or your Debit Card with its associated Funding Source is closed, suspended, or inactive, you may not be able to use the Services. As explained below, we also must be able access your Partner Account. If our access to your Partner Account is canceled or disrupted, you will not be able to use the Debit Card.

Extra provides other services, including the Extra Rewards Store (which, as noted below, may also help you build credit), a concierge service, and additional tools available in the Extra App.

1. **Funding Extra Debit Card Transactions and the Credit Reporting Feature**

   a. **Dwolla Integration**. In order for us to establish the payment functionality of the Services, you must accept the Dwolla, Inc. ("Dwolla") Account Terms of Service (https://www.dwolla.com/legal/tos/) (the "Dwolla Terms") and Privacy Policy (https://www.dwolla.com/legal/privacy) (the "Dwolla Privacy Policy"). By agreeing to these terms, you are providing your agreement to the Dwolla Terms of Service and Dwolla Privacy Policy. You authorize us to collect and share with Dwolla your personal information, including full name, email address, and linked third-party bank account information ("Partner Account", as further defined and described below), and you are responsible for the accuracy and completeness of that data. You understand that you can only interact with Dwolla through our Site, and any notifications will be sent by us, not Dwolla. We will provide customer support and can be reached at hey@extra.app. We use the Dwolla service to facilitate the automated clearing house ("ACH") transfers from your Partner Account as is described below in Section 1.b.iii. Dwolla does not provide you a transaction account. Except as set forth herein and in the Dwolla Terms, you will not be able to transact with Dwolla. The Dwolla Terms of Service contain information about your ACH authorization, your additional authorization is described below in Section 1.b.ii; please review them carefully. Please contact us if you want to cancel your use of any Dwolla services. If certain Dwolla services are canceled, you will not be able to use the Services.

   b. **Funding Process**.

      i. **Funding Source**. As set forth in the Debit Card Cardholder Agreement, the Debit Card accesses your Funding Source. The Debit Card is also linked to the Services, which allows you to transact with your Debit Card and earn Extra Points through an optional rewards program. "Funding Source" means the transactional account the Issuing Bank maintains in connection with your Debit Card for the purpose of funding your Debit Card transactions and recording transactions made using your Debit Card.

      ii. **Extra Debit Payment Service**. When you complete a transaction using your Debit Card or make a purchase from the Extra Rewards Program using an ACH debit (as applicable), the Issuing Bank will use any funds located in the Funding Source. In the case of insufficient funds, the Services may enable you to fund your Funding Source and transact using the Debit Card.

         1. **If you do have a Line of Credit.** If there are insufficient funds in the Funding Source, Lead Bank may allow you to access an overdraft line of credit ("OLOC") to fund the transaction. The OLOC is subject to the separate terms of the Overdraft Line of Credit Agreement. Your eligibility for the OLOC is the decision of the Lead Bank. If Lead Bank authorizes an extension of credit, Lead Bank deposits funds into your Funding Source (for Debit Card transactions) or provides necessary purchase funds for the Extra Rewards Store (for purchases from the rewards store that require U.S. currency) in the form of advances made by Lead Bank through Extra on your behalf pursuant to these Terms and the OLOC Agreement. Extra is not a lender and does not provide loans; all credit is extended by Lead Bank. The OLOC and related Services may be used to fund your Funding Source or to make purchases in connection with the Extra Rewards Program transactions and are limited based on your Available Spend Power (as defined below in Section 1.b.iv). You may enroll in an automatic repayment program, pursuant to which you acknowledge and agree that by providing your ACH authorization, you authorize us to (i) instruct Dwolla to

initiate ACH debits to repay funds that Lead Bank advances on your behalf pursuant to the OLOC as set forth below and (ii) that your history of successful or failed repayments of such advanced funds may be reported to one or more credit reporting agencies. By agreeing to these terms, you consent to our evaluating whether you are qualified to use the Services, including the OLOC. A balance on your account must be repaid within fourteen days. You may also enroll in an automatic repayment program pursuant to which Extra will instruct Dwolla to initiate an ACH for the transaction amount on the 14th day after the transaction, unless you voluntarily authorize us to ACH the funds before the 14th day after the transaction. Lead Bank does not charge interest or fees on amounts advanced on your behalf pursuant to the OLOC, although fees may be assessed on your use of the Debit Card pursuant to the terms of the Debit Card Cardholder Agreement.

2. **If you do not have an OLOC.** The following terms apply if you do not have an OLOC (only Debit Cards issued by Patriot Bank). When you complete a transaction using your Debit Card or make a purchase from the Extra Rewards Program using an ACH debit, Extra deposits funds into your Funding Source (for Debit Card transactions) or provides necessary purchase funds for the Extra Rewards Store (for purchases from the Rewards Store that require U.S. currency) in the form of advances made by Extra on your behalf pursuant to these Terms (the "Extra Debit Payment Service" or "EDPS"). Extra is not a lender and does not provide loans. The EDPS and related Extra Services provide access to spending availability to allow you to use your Debit Card or in Extra Rewards Program transactions as limited based on your Available Spend Power (as defined below in Section 1.b.iv). You mail enroll in an automatic repayment program pursuant to which you acknowledge and agree that by providing your ACH authorization, you authorize us to instruct Dwolla to initiate ACH debits to repay funds that Extra advances on your behalf pursuant to the EDPS and that your history of successful or failed repayments of such advanced funds may be reported to one or more credit reporting agencies. By agreeing to these terms, you consent to our evaluating whether you are qualified to use the Services, including the EDPS. We do not charge interest or fees on amounts advanced on your behalf pursuant to the EDPS, although fees may be assessed on your use of the Debit Card pursuant to the terms of the Debit Card Cardholder Agreement. A balance on your account must be repaid within fourteen days. You may also enroll in an automatic repayment program pursuant to which Extra will instruct Dwolla to initiate an ACH pursuant to this section for the transaction amount on the 14th day after the transaction, unless you voluntarily authorize us to ACH the funds before the 14th day after the transaction.

iii. **ACH Repayment**. For repayment amounts owed to Extra or Lead, at the time of each transaction, in accordance with the Dwolla Terms and either your Extra Debit Card ACH Authorization (Standing and Recurring) ("Extra Debit Card ACH Authorization") or your Extra Rewards Store Standing Authorization ("Extra Rewards ACH Authorization" and, collectively with the Extra Debit Card ACH Authorization, the "ACH Authorizations"), you contemporaneously authorize Extra to instruct Dwolla, within 30 days of the date of each transaction, to initiate one or more ACH debits to deduct total funds equaling the transaction amount and any associated fees from your Partner Account. These ACH debits are for the purpose of repaying Extra funds advanced on your behalf via the EDPS that were added to your Funding Source or provided to the Extra Rewards Program. You are responsible for keeping track of your available Partner Account balance. Please contact us if you want to cancel either of the ACH Authorizations. You also authorize us to retry any failed authorizations as further set forth in the Extra Debit Card ACH Authorization. We may use data provided to us by our partners to determine when to schedule such retries. For the avoidance of doubt, the Extra Debit

Card ACH Agreement does not involve ACHs by the cardholder to or from the Debit Card or the Funding Source. You may cancel this recurring ACH authorization at any time by canceling your Membership Plan as described in Section 1.j.

iv. **Spend Power**. Your Extra Debit Card contains certain transaction limits; please see your Debit Card Cardholder Agreement for more details on those limits. The funds Extra will deposit in your Funding Source are displayed in the Extra App as your Available Spend Power.

1. If you have an OLOC, your Spend Power is your Credit Limit as defined in section 6 of your OLOC Agreement except that your Available Spend Power may (i) not exceed $1,500 and (ii) be reduced by transactions that have not yet been repaid in accordance with the terms of the OLOC.

2. If you do not have an OLOC and have a Debit Card issued by Patriot Bank or are making Extra Rewards Program purchases not covered by your OLOC, your Available Spend Power is the specific amount of funds available for use in connection with your Debit Card or for use in Extra Rewards Program transactions. Your Available Spend Power is limited to the lesser of your Max Spend Power, as defined below, or eighty (80%) percent of your Partner Account balance as of the last time we checked it. Max Spend Power is the highest amount you could access prior to Available Spend Power calculations and is assigned based on Extra's proprietary risk model determination. Your Max Spend Power cannot exceed $1,500. Your Available Spend Power may also be reduced by transactions that have not yet been repaid.

3. We provide the Issuing Bank an authorization to approve transactions made using your Debit Card only if (i) you have sufficient Available Spend Power at the time of each transaction (ii) for Debit Card transactions, you have not exceeded applicable Transaction Limits under the Debit Card Cardholder Agreement, and (iii) you are in good standing (meaning you are not in violation of these Terms) and are not in violation of the Debit Card Cardholder Agreement. We will automatically evaluate your Available Spend Power when you: (1) attempt to authorize a transaction, or (2) incur a fee on your Debit Card. We will not use or access your credit score in determining your Available Spend Power or your Max Spend Power. If you have selected the 14-day repayment option described above, your Available Spend Power will be restricted by the amount of each purchase until we receive an ACH or other repayment for that purchase, which can be made manually in the Extra App.

c. **Refunds.** If the Issuing Bank reverses a transaction or we reverse an Extra Rewards Program transaction for any reason, including due to a refund or cancellation of a purchase you made with your Debit Card or an authorization hold on your Debit Card, Extra will instruct Dwolla to return the funds from that transaction to your Partner Account via an ACH credit; provided, however, that Extra has received payment from you for that transaction and you are not otherwise delinquent in your making of payments, including a returned ACH (as discussed below in Section 1.d), to Extra for amounts owed on other transactions made using your Debit Card. Funds from refunds are not available in your Funding Source. Extra reserves the right to apply any amounts received from a refund towards any previously failed debits that remain unpaid, including Debit Card transactions and Membership Fees. If you do not have previously failed debits that remain unpaid, we will instruct Dwolla to return the funds from that transaction to your Partner Account via an ACH credit.

d. **Returned ACHs.** The financial institution that holds your Partner Account may return as unpaid an ACH debit if, for example, your Partner Account does not have sufficient available funds in it to cover the full amount of the debit, your Partner Account is closed, or for other reasons. In the event an ACH is returned, your Spend Power will be suspended. If payments are not made within 30 days after the initial date of a failed payment, we reserve our right to instruct the Issuing Bank to cancel your Account. Extra maintains no recourse against you for unpaid ACHs.

e. **Credit Reporting Feature**. One of the features of the Services is that we will report to one or more credit reporting agencies ("CRAs") your ACH payments made to Extra for the repayment of funds advanced pursuant to the OLOC on your behalf by Lead Bank, or otherwise advanced by Extra for services that do not include an OLOC, in connection with your Debit Card and Extra Rewards Program transactions. As is explained in Section 1.b above, when you make a purchase with your Debit Card or from the Extra Rewards Program, the Funding Source may be funded by disbursement of the loan proceeds under the OLOC or, in the case of Debit Cards issued by Patriot Bank, an ACH debit to your Partner Account (as applicable), and such amounts in the Funding Source will be used to settle your Debit Card transactions. As further described in Section 1(b)(iii), Extra will instruct Dwolla to initiate one or more ACH debits to deduct equivalent funds from your Partner Account. You are responsible for keeping track of your available Partner Account balance. If the ACH debit is successful, Extra will report positive payment history to the CRAs. If the ACH debit fails and the advanced funds pursuant to the OLOC by Lead Bank or by Extra for services that do not include an OLOC remain unpaid for 30 or more days after the initial date of a failed payment as of the last day of the month, Extra may report negative payment information to the CRAs. Increases or specific changes to your credit score are not guaranteed. On-time payment history can have a positive impact on your credit score. Late or non-payment may negatively impact your credit score. Impact on your credit may vary, as credit scores are independently determined by the CRAs based on a number of factors, including the financial decisions you make with other financial services organizations. The Extra Services are not a credit repair product and do not remove negative credit history from your credit report. **If you believe that we have reported inaccurate information about you, or that we may report inaccurate information about you, to a credit reporting agency, please notify us of the specific information that you believe is inaccurate by writing to us at hey@extra.app. Please include your name, address, and phone number and explain what information you believe is incomplete or inaccurate.**

f. **Extra Membership Fees**. There is a periodic fee charged by Extra ("Membership Fee") to maintain a membership ("Membership Plan"). You must have a Membership Plan in good standing to access the Extra Services and to transact with your Debit Card. You can choose between monthly and annual Membership Plans, which include (i) the option to receive only credit building services (the "Credit Building Only Plan") and (ii) the option to receive both credit building and rewards services (the "Rewards + Credit Building Plan"). Your Membership Plan will automatically renew at the end of each billing period (monthly or annually) unless you cancel prior to the renewal date in accordance with the "Cancellation of Membership" section below. Extra may, in its sole discretion, remove, change or eliminate any of its Membership Plans (including monthly and annual plans), or it may offer a plan that renews for a term other than monthly or annually. In the event Extra eliminates a Membership Plan, current users of that plan may be grandfathered into their current plans for a minimum of an additional 60 days (fee prorated, if necessary), which Extra can extend indefinitely in its sole discretion. Nothing in these terms obligates Extra to extend a currently offered Membership Plan other than the minimum term paid for by you and any additional period permitted by this Agreement. If your Membership Plan ends, you must agree to a new Membership Plan and pay the required fee to continue using the Extra Services. You are not obligated to participate in a Membership Plan offering rewards services in order to receive credit building services. You agree to pay all Membership Fees associated with your selected

Membership Plan in order to access Extra Services, including the EDPS. As set forth in Extra's ACH Authorizations, you authorize Extra to instruct Dwolla to initiate an ACH debit from your Partner Account equal to the amount of your selected Membership Plan. You may cancel this recurring ACH authorization at any time by canceling your Membership Plan as described in Section 1.j below. Extra collects Membership Fees at the time of your application and Membership Fees are non-refundable after 60 days for annual payment plans and 30 days for monthly payment plans (except as required by applicable law). Your Extra membership will begin immediately upon payment of your Membership Fee even if you have not yet received your Debit Card. If Extra requests additional information from you and you fail to provide that information, you may have access to only some of the Extra Services. Extra will not refund Membership Fees due to your failure to complete activation of the Debit Card. Extra will not refund Membership Fees if we determine you have violated these Terms or have used any Services to engage in fraudulent or illegal activity. You may cancel this recurring ACH authorization at any time by canceling your Membership Plan as described in Section 1.j.

g. **Debit Card Fees.** All fees imposed on Debit Card transactions are set forth in the Extra Debit Card Cardholder Agreement and are in addition to any Membership Fees charged pursuant to these Terms.

h. **Refunds - Other**. At any time, and for any reason, Extra may provide a refund, discount, or other consideration to some or all of our members ("Credits"). The amount and form of such Credits, and the decision to provide them, are at Extra's sole and absolute discretion. The provision of Credits in one instance does not entitle you to Credits in the future for similar instances, nor does it obligate Extra to provide Credits in the future under any circumstance. In the event that Extra, for any reason, provides you a refund your Partner Account has been closed, or Extra is otherwise unable to instruct Dwolla to initiate an ACH credit to your Partner Account, you authorize Extra to return the amount of the refunded funds to you, less any reasonable administrative or processing fees, in the form of a check, for deposit only, sent to you via USPS mail at the most recently provided address we have on file for your Account. We reserve the right to not provide a refund for amounts less than $1.00.

i. **Partner Account Fees**. The Partner Account linked to your Account must be owned by you. You authorize Extra to contact the Partner Account and confirm ownership of the Partner Account. In the event that your Partner Account balance is less than $0 after Dwolla conducts an ACH debit as explained in Section 1.b.iii, Extra is not liable for any overdraft or NSF fees that may be imposed in your Partner Account.

Cancellation of Membership. You may cancel your Membership Plan at any time and for any reason. To cancel, simply by cont our Member Concierge team through the app by selecting your profile, clicking "Account Information", clicking "Membership changes & cancellation", and following the prompted steps to close or by emailing us at hey@extra.app. Cancellation is effective at the end of the then-current billing period; you will continue to have access to the Services until that date. After cancellation, you will no longer be charged Membership Fees, but you will lose access to credit-building reporting, rewards, and other membership-only features unless you reactivate. If you have any questions or experience technical issues with cancellation, you may also contact us at hey@extra.app or through in-app chat support. Membership Fees are non-refundable except as expressly stated in these Terms or as required by applicable law. You remain responsible for any outstanding balances or failed ACH payments.

2. **Distribution Limited.** The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction. Accordingly,

those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. The Services are not available outside of the United States.

3. **Age Restriction**. The Site and the Services are intended for users who are at least 18 years of age.

4. **Intellectual Property Rights and Limited License**. Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions unless otherwise noted. Subject to applicable law, the Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

   Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

5. **User Representations**. By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not under the age of 18; (5) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (6) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (7) you will not use the Site for any illegal or unauthorized purpose; and (8) your use of the Site will not violate any applicable law or regulation.

   If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Site (or any portion thereof). You may not use the Site for any illegal or unauthorized purpose nor may you violate any laws.

   We act as a service provider to each bank listed at the top of these Terms with respect to our servicing of the respective products of such banks and make no representations as to the safety, effectiveness, adequacy, accuracy, availability, prices, ratings, reviews, or legality of any of the information contained on the Site. You understand and agree that the content of the Site does not contain or constitute representations to be reasonably relied upon, and you agree to hold us harmless from any errors, omissions, or misrepresentations contained within the Site's content. The Site is provided for informational and advertising purposes only.

6. **User Registration**. To establish your Account, you are required to register with the Site and complete the enrollment process in order to access the Services. You agree to keep your Account password confidential and will be responsible for all use of your Account information and password. **We will never ask you for your password; do not share your password with anyone.** We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate,

obscene, or otherwise objectionable. You may be required to open a Debit Card with an associated Funding Account to access the Services.

7. **Prohibited Activities**. You may not access or use the Site for any purpose other than those for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us in writing. As a user of the Site, you agree ***not*** to:
    a. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
    b. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
    c. Use the Site to advertise or offer to sell goods and services.
    d. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
    e. Engage in unauthorized framing of or linking to the Site.
    f. Trick, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords.
    g. Make improper use of our support services or submit false reports of abuse or misconduct.
    h. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
    i. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
    j. Attempt to impersonate another user or person or use the username of another user.
    k. Sell or otherwise transfer your profile, Account, or password.
    l. Use any information obtained from the Site in order to harass, abuse, or harm another person.
    m. Use any aspect of the Site or Service as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
    n. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
    o. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
    p. Harass, annoy, intimidate, or threaten any of our employees or agents.
    q. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
    r. Delete the copyright or other proprietary rights notice from any Content.
    s. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
    t. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").

u. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or Use the Site in a manner inconsistent with any applicable laws or regulations, or using or launching any unauthorized script or other software.

v. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

8. **Extra App License**.

a. **Use License**. If you access the Extra App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Extra App on wireless electronic devices owned or controlled by you, and to access and use the Extra App on such devices strictly in accordance with the terms and conditions of this Extra App license contained in these Terms. You shall not: (1) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Extra App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Extra App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the Extra App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the Extra App; (5) use the Extra App for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the Extra App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the Extra App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Extra App; (8) use the Extra App to send automated queries to any website or to send any unsolicited commercial e-mail; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Extra App.

b. **Apple and Android Devices**. The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the license granted to you for our mobile application is limited to a non-transferable license to use the Extra App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the Extra App as specified in the terms and conditions of this mobile application license contained in these Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Extra App; (3) in the event of any failure of the Extra App to conform to any applicable warranty, you may notify the applicable App Distributor; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the Extra App, *e.g.*, if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Extra App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Terms against you as a third-party beneficiary thereof. Apple and Google are not a sponsor of any content or the Services.

9. **Submissions**. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall

become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original from you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

10. **Third-Party Websites and Content**. The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

11. **Extra Offers Rewards and Tokens.** Extra offers two optional programs, the Extra Rewards Program and a program where you can earn and redeem tokens (the "Extra Token Program"). These programs (collectively the "Extra Bonus Programs") have the following additional terms:

    a. Extra Rewards Program-specific Terms.

        i. The opportunities to earn and redeem Extra Points and make purchases on the Site using funds from your Partner Account or otherwise in accordance with offers by Extra are collectively referred to as the "Extra Rewards Program." The Extra Rewards Program is one of the Services offered by Extra.

        ii. Subject to the eligibility requirements stated herein, participation in the Extra Rewards Program is voluntary and is not required to obtain any other Services. If you would prefer not to participate in the Extra Rewards Program, please contact us at hey@extra.app.

        iii. **Enroll, Earn and Redeem**.

            1. We may require you have a rewards-eligible Membership Plan ("Rewards Plan") and Account in good standing (*i.e.*, active, not in violation of these Terms, current on payment of Membership Fees, with no failed ACH debits) to participate in the Extra Rewards Program.

            2. You can enroll in the Extra Rewards Program by (a) logging on to our Site; and (b) registering for an Account that provides access to the Extra Rewards Program. Extra reserves the right to delay enrollment until your membership

eligibility is confirmed and to modify the enrollment terms in its sole discretion. Enrollment for eligible customers is automatic. At our discretion, you may be enrolled in the Extra Rewards Program if you have an active Extra membership without a Debit Card.

3. Once enrolled, you are a member ("Rewards Member"), and you may earn Extra Points on transactions made with your Debit Card if you are enrolled in a Rewards Plan. Extra Points can be redeemed for products and services made available at redemption prices denominated in Extra Points through the Site ("Rewards", as further defined and described below in Section 11.a.iii.5; 11.c.viii). You may also purchase goods from the Site using U.S. dollars withdrawn from your Partner Account via ACH debit, as explained above in Section 1. To earn or redeem Extra Points or make purchases from the Extra Rewards Program, you must have a device that is compatible with the Site.

4. **Earning Extra Points.** If eligible, you can earn Extra Points by using your Debit Card to purchase goods and services. You cannot earn Extra Points for cash advances, person-to-person transfers, or other transactions not conducted on the debit card network with your Debit Card. From time-to-time, we may introduce sign-up bonuses or other promotions to allow you to earn Extra Points in additional ways ("Activity Offer"). These promotions will be subject to any additional terms and conditions specified in the applicable Activity Offer. Extra reserves the right in its sole discretion to change, add, or remove the methods by which you can earn Extra Points and the quantity of Extra Points you may earn. Extra may, at its discretion, award you Extra Points without requiring you to sign up for a Rewards Plan; provided, however, you will not be eligible to earn Extra Points on Debit Card purchases without signing up for a Rewards Plan.

    a. The rate at which you will earn Extra Points for your transactions may vary. To view the current earnings rate, please visit the Site.

    b. Extra Points will not be awarded for unauthorized or fraudulent purchases, the purchase of gift cards, the reloading of prepaid cards, or purchases made using redemptions of Extra Points, or promotional codes or other promotional credits we may offer. Extra Points will not be awarded if, in Extra's reasonable opinion, the merchandise or services purchased will be used for resale or commercial use, and you will forfeit any Extra Points awarded for such purchases. If we or the Issuing Bank voids a transaction or a merchant accepts a return of a product or service that previously resulted in an award of Extra Points, we reserve the right to debit the corresponding Extra Points and deduct them from your Extra Point balance.

5. You can redeem Extra Points for Rewards in the Extra Rewards Store available in the App at the time of your redemption (*see* Section 11.c.viii for information on redemption warranty limitations, representation, and use.).

6. **Reward Program Inventory**. Extra reserves the right to change, remove, or substitute items available for purchase or redemption via the Extra Rewards Program at any time and without notice. All specifications, products, descriptions, and prices of Rewards in the Extra Rewards Store are subject to change at any time without notice. We do not warrant the accuracy of completeness of the information, content, or materials provided.

a. Once a Reward(s) has been purchased, you may request to cancel the purchase or change the shipping address within 30 minutes after purchase by contacting our concierge service, although cancellations and shipping address changes are not guaranteed. After 30 minutes, your purchase is considered final and cannot be canceled or modified.

b. In the event a Reward arrives damaged or is incorrect, you may contact our concierge service within 14 days of the delivery date for a replacement, or upon request, a refund. If we require that you send back the incorrect or damaged Reward, we will provide you with a prepaid return label. The Reward must be returned with the provided prepaid shipping label within 30 days of your receipt of the shipping label. Upon our receipt of the returned Reward, either a replacement will be sent or, if a replacement is not available, a refund will be issued to the original method of payment within 3-5 business days.

c. In the event your Reward does not arrive, contact our concierge service within 30 days of the date of purchase or redemption. Once we have verified the Reward did not arrive, a replacement will be provided, or upon request, a refund. If a replacement is not available, a refund will be issued to the original method of payment.

d. In the event the Reward is no longer available, we will provide an alternative. If you choose not to accept the alternative, a refund will be issued to the original method of payment.

b. Extra Token Program-specific Terms.

i. The opportunities to earn and redeem tokens ("Extra Tokens") through the Site or otherwise in accordance with offers by Extra are collectively referred to as the "Extra Token Program." The Extra Token Program is one of the Services offered by Extra. Extra Tokens can be earned by watching videos, completing your profile, signing our updated agreements, among others. Extra Tokens are used to redeem entries in giveaway programs offered by Extra ("Giveaways").

ii. Extra may allow you to exchange Extra Points for Extra Tokens in the Rewards Store, but Extra Tokens cannot be exchanged for Extra Points.

iii. Enroll, Earn, and Redeem.

1. Your Debit Card, Membership Plan, and Account must be in good standing (i.e., active, not in violation of these Terms, current on payment of Membership Fees, with no failed EFT debits) to participate in the Extra Token Program.
2. You can enroll in the Extra Token Program by (i) logging on to our Site; (ii) registering for an Account; and (iii) obtaining a Debit Card. Extra reserves the right to delay enrollment until your membership eligibility is confirmed and to modify the enrollment terms in its sole discretion.
3. To earn or redeem Extra Tokens, you must have a device that is compatible with the Site. Once enrolled, you may earn Extra Tokens by watching credit education videos, completing surveys, signing up for marketing emails and text messages, completing enrollment in the Extra Debit Program and other methods Extra may make available from time to time at Extra's sole discretion. Extra Tokens can be redeemed for giveaway entries, games, and other experiences made available for prices denominated in Extra Tokens through the Site.

4. **Redemptions**. Extra Tokens may be redeemed for entries in Giveaways . Extra does not guarantee that it will always have an active Giveaway or other means to redeem Extra Tokens. Giveaways may be subject to additional terms and conditions. Please visit https://extra.app/giveaways for details on Active Giveaways and for the terms applicable to any such Giveaways.

5. Exchange Extra Rewards for Extra Tokens. Extra Points (*see* Section 11.a for information on the Extra Rewards Program participation and use) may be redeemed for Extra Tokens. The current exchange rate for Extra Tokens to Extra Points is available on the Site. Extra, may, at its sole discretion, adjust the exchange rate between Extra Points and Extra Tokens. Extra may from time to time offer time-limited redemption opportunities, bonuses or other incentives on the exchange of Rewards Points for Extra Tokens and may adjust or otherwise modify the pricing of Extra Tokens for Extra Points for any reason not prohibited by law at its sole discretion.

c. Terms Applicable to the Extra Bonus Programs.

i. Subject to the eligibility requirements stated in this Section 11, participation in the Extra Bonus Programs is voluntary and is not required to obtain any other Services. If you would prefer not to participate in either or both of the Extra Bonus Program, please contact us.

ii. Participation in the Extra Bonus Programs and the opportunities to earn Extra Rewards Points and Extra Tokens and redeem Extra Points and Extra Tokens are offered at the sole discretion of Extra and are subject to your compliance with these Terms. EXTRA MAY LIMIT, SUSPEND, OR TERMINATE YOUR ABILITY TO PARTICIPATE IN THE EXTRA BONUS PROGRAMS IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME WITH OR WITHOUT PRIOR NOTICE TO YOU.

iii. The Extra Bonus Programs are not open to residents of any jurisdiction where they would be restricted or prohibited by law.

iv. For the avoidance of doubt, only natural individual persons 18 years of age or older using the Extra Bonus Programs in their personal capacity and for their own Account are eligible to participate in the Extra Bonus Programs; third party aggregators, groups, organizations, and business entities, are not eligible to participate in the Extra Bonus Programs.

v. **Transferability**. Your membership in the Extra Bonus Programs are non-transferable, as are all Extra Points and Extra Tokens that you earn and any other benefits associated with the Extra Bonus Programs. The creation or use of multiple Extra Bonus Program memberships, e-mail addresses, online identities or aliases to circumvent the single-account restriction or any other requirement or limitation specified in these Terms is prohibited and may result in your exclusion from the Extra Bonus Programs and the forfeiture of all related Extra Points, Extra Tokens, and other benefits. Extra may, in its sole discretion, suspend, cancel or combine any Accounts that appear to be duplicative. Extra is not liable for Extra Points and Extra Tokens associated with Accounts that are suspended, terminated, or associated with inaccurately entered e-mail addresses.

vi. **Balance**. You can view your current Extra Points or Extra Token balance at any time in the Extra App.

vii. **Issuance of Extra Points and Extra Tokens**. Extra Points and Extra Tokens, as applicable, are ordinarily issued within 24 hours after completion of a qualifying action. If you believe that we did not properly issue Extra Points or Extra Tokens, you must

notify us by sending an e-mail to hey@extra.app within fifteen (15) days of the date on which you completed the qualifying activity, or all related claims will be waived.

viii. **Expiration**. Each Extra Point or Extra Token you earn will expire 24 months from the date of its issuance and expired Extra Points or Extra Tokens will be deducted from your Extra Points or Extra Tokens balance on a rolling basis. In our sole discretion, we may permit some or all of your Extra Points or Extra Tokens to remain valid longer than 24 months.

ix. **Redemption**. To redeem Extra Points and Extra Tokens, you will need to have earned a minimum number of Extra Points or Extra Tokens. The App will include information on how many Extra Points or Extra Tokens are needed to redeem a Reward or enter a Giveaway, instructions on how to redeem Extra Points for the Reward, or Extra Tokens for a Giveaway entry, as well as any applicable terms and conditions regarding the use of the Reward. Extra Points can be redeemed only while supplies last and only during any applicable redemption term. Extra Points or Extra Token redemptions are final. Extra reserves the right to modify the available Rewards or experience and their corresponding Extra Points or Extra Token redemption prices and requirements and any corresponding terms and conditions at any time for any reason in Extra's sole discretion. You are solely responsible for the payment of all taxes which may result from your redemption of Extra Points for Rewards, or Extra Token for experiences.

x. Rewards and prizes in Giveaways carry no warranty other than that offered by the manufacturer or service provider. WE DO NOT MAKE ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY REWARD, ANY GIVEAWAY PRIZE, GAME OR EXPERIENCE, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITIONS, OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE TO LOOK SOLELY TO THE MANUFACTURER OR SERVICE PROVIDER FOR ANY SUCH WARRANTY, REPRESENTATION, OR GUARANTEE. YOU HEREBY RELEASE EXTRA, ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, BUSINESS PARTNERS, AND LICENSORS (COLLECTIVELY, THE **"EXTRA PARTIES**") FROM ANY DAMAGES ARISING IN CONNECTION WITH ANY AND ALL REWARDS OR GIVEAWAYS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. Extra does not endorse any provider of Rewards, Giveaways, or experiences, or any products or services offered by Reward, Giveaway prizes, or experience Providers.

xi. **NO RETURNS AND EXCHANGES OF REWARDS OR GIVEAWAY PRIZES.** Each Extra Point or Extra Token you earn may only be redeemed one time. Rewards or prizes obtained through Giveaways may not be returned or exchanged for any other Rewards, Giveaway prizes, Extra Tokens, Extra Points, gift cards, cash, or any cash equivalent.

xii. **Additional Extra Bonus Program Terms**.

1. Extra Points and Extra Tokens are promotional in nature, are not transferable, have no cash value, and cannot, under any circumstances, be redeemed for cash or any cash equivalent. Without limiting the generality of the foregoing, you may not combine Extra Points or Extra Tokens you earn with Extra Points earned by another Rewards Member, and you may not convey Extra Points or

Tokens by any means to anyone, including upon death through your estate, as part of a divorce or domestic relations matter, or otherwise.

2. Any Extra Points or Extra Token redemptions that cannot be verified to the satisfaction of Extra are subject to adjustment, cancellation, disqualification, or revocation at our sole discretion.

3. Extra will not be liable for the failure of any Extra Points or Extra Tokens to be accurately captured, issued, calculated, or redeemed for any reason, including, but not limited to, any technical malfunction or other problems relating to any network, computer system, servers, access providers, computer equipment or software.

4. Extra reserves the right, in our sole and absolute discretion, to (i) investigate, invalidate, and revoke any award of Extra Points or Extra Tokens we deem to have been issued in error, or as the result of any violation of these Terms, or as the result of any actual or suspected fraudulent or improper activity (including without limitation, the use of any system, macro, script, bot or fake email address to manipulate the Extra Bonus Programs) and (ii) bar further Extra Points or Extra Tokens from being issued to, any enrolled Members associated with any actual or suspected fraudulent or improper activity or violations of these Terms. Without limiting any other remedies available to us, you agree that we may charge your Debit Card for the actual retail price in dollars of any Rewards you obtain as a result of fraud, illegal conduct or violations of these Terms. If Extra has any reason to suspect improper activity associated with your participation in the Extra Bonus Programs, Extra reserves the right to delay or withhold the issuance of any related Extra Points or Extra Tokens, and redeemed Rewards. Extra further reserves the right to terminate your Account and deactivate, cancel, or revoke any related Extra Points or Extra Tokens if Extra suspects that you have used or attempted to use the Extra Bonus Programs in a fraudulent or abusive manner or in violation of these Terms, the Debit Card Cardholder Agreement, other applicable agreement as referenced and agreed to herein, or applicable law.

xiii. **Termination and Cancellation**. When your enrollment in the Service is canceled, deactivated, or closed, your enrollment in the Extra Rewards Program will end and you will forfeit all remaining Extra Points or Extra Tokens. To the extent allowed by applicable law, we may cancel any accumulated Extra Points or Extra Tokens if Extra becomes insolvent, unable to pay its debts when due, files a bankruptcy action under the U.S. Bankruptcy Code, or has such an action filed against it.

xiv. **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE EXTRA PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR ANY OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO YOUR PARTICIPATION IN THE EXTRA BONUS PROGRAMS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE EXTRA PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NEW JERSEY, THE FOREGOING SENTENCE APPLIES ONLY TO CLAIMS BASED ON BREACH OF WARRANTY. THE LAWS OF SOME OTHER STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.

xv. **Assignment**. You may not assign any rights or obligations under the Extra Rewards or Token Programs, in whole or in part, without the written consent of Extra. Extra may freely assign or transfer the Extra Bonus Programs, Extra Points, and Extra Tokens. Any assignment or transfer in violation of the foregoing is void.

xvi. **Privacy**. The personal information collected from you in connection with the Extra Bonus Programs, including but not limited to purchases made in connection with your Account, will be used and disclosed by us in accordance with our Privacy Policy (*see* Section 13).

xvii. **Satisfaction**. If you are dissatisfied with any aspect of the Extra Bonus Programs at any time, please contact us. If we cannot address your concern, your sole and exclusive remedy is to cease participating in the Extra Bonus Programs. Please contact us to cancel your participation.

xviii. **RIGHT TO CANCEL EXTRA BONUS PROGRAMS AND CHANGE THESE TERMS.** EXTRA RESERVES THE RIGHT TO MODIFY AND/OR TERMINATE THE EXTRA BONUS PROGRAMS AND/OR MODIFY ALL OR ANY PORTION OF THESE TERMS OR ANY POLICY PERTAINING TO THE EXTRA BONUS PROGRAMS AT ANY TIME AND IN OUR SOLE DISCRETION, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO DISCONTINUE OR CHANGE ANY EXTRA BONUS PROGRAM BENEFITS OR EXPIRATION DATES FOR EXTRA POINTS OR EXTRA TOKENS RECEIVED THROUGH THE EXTRA BONUS PROGRAMS, MERGE THE EXTRA BONUS PROGRAMS WITH ONE ANOTHER OR ANOTHER REWARDS PROGRAM, OR TO ADJUST HOW EXTRA POINTS OR EXTRA TOKENS ARE EARNED, CALCULATED OR REDEEMED. IT IS POSSIBLE THAT YOU MAY BE UNABLE TO REDEEM ACCUMULATED EXTRA POINTS OR EXTRA TOKENS AS A RESULT OF FUTURE EXTRA BONUS PROGRAM CHANGES OR IF WE DISCONTINUE THE EXTRA BONUS PROGRAMS OR MAKE OTHER CHANGES.

12. **Site Management**. We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

13. **Privacy Policy**. We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy available at https://extra.app/legal/privacy, which is incorporated into these Terms. Please be advised the Site is hosted in the United States. If you access the Site from the European Union, Asia, or any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the age of 18 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

14. **Terms and Termination**. These Terms will survive the closing or suspension of your access to your Account and any associated Extra Services. If your Account is closed or suspended, you are still responsible for obligations incurred prior to or in connection with the closing or suspension of your Account, even if such obligations post to your Account after it is closed or suspended. Extra will not refund membership fees to you after 60 days if, for any reason, your Account is closed or suspended. Additionally, these Terms shall remain in full force and effect while you use the Site and your Account. On an annual basis and for any other permissible purpose, we shall review your Account to determine your continued eligibility for an Account.

    a. **Termination by Extra**. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES) OR SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

    If we terminate or suspend your Account for any reason, you are prohibited from registering and creating a new Account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your Account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress**.**

    b. **Termination by You.** You may initiate a request to close your Account by emailing us at hey@extra.app. We reserve the right to review your request to close your Account, require additional information or confirmation, require you to pay your pending, unpaid transactions funded by Extra on your behalf via the EDPS in full before closing your Account, and exercise discretion on whether your request will be approved. As we prepare to close your Account, we may restrict or suspend your ability to transact with your Debit Card and take any other action we deem reasonably necessary in order to prepare your Account for closure.

15. **Modifications and Interruptions**. We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

    We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

16. **Governing Law.** These Terms and your use of the Site is governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

17. **Mandatory Arbitration & Dispute Resolution**. This section does not apply to any claim governed by your Debit Card Cardholder Agreement or your OLOC Agreement. Please see dispute resolution provisions in those agreements for more information.

    If you have a dispute or other concern, please contact us immediately. We will do our best to resolve it. If Extra and you (collectively, the "Parties") are unable to resolve any claim or dispute between Extra and you (excluding any claim governed by your Debit Card Cardholder Agreement or your OLOC Agreement) (a "Dispute") through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration on an individual basis. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in the federal judicial district of your residence or telephonically. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

    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.

    If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Los Angeles County, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms.

    In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be

illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions. The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning binding arbitration: (a) any individual Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any individual Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any individual claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

18. **Corrections**. There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

19. **Disclaimer**. THE SITE AND SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE OFFERINGS AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

20. **Limitations of Liability**. IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. **Indemnification**. You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Site; (2) breach of these Terms; (3) any breach of your representations and warranties set forth in these Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

22. **Electronic Communications, Transactions, and Signatures.** Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE AND AS OTHERWISE SET FORTH IN THE EXTRA E-SIGN ACT DISCLOSURE AND CONSENT ("Extra's Electronic Communications Agreement"). You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means. Please refer to Extra's Electronic Communications Agreement available at https://extra.app/legal/e-sign.

23. **California Users and Residents Notice.** If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

24. **Miscellaneous.** These Terms and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms. You agree that these Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and the lack of signing by the parties hereto to execute these Terms.

25. **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 Services and/or the Extra 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. Extra 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, emails 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.

26. **Copyright Infringement**. If you believe that any material available on or through the Site infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (DMCA), the Notification must include substantially the following:

    a. your physical or electronic signature;
    b. identification of the copyrighted work you believe to have been infringed;
    c. identification of the material on the Site that you believe is infringing the copyright in a sufficiently precise manner to allow us to locate the material;
    d. your contact information including your name, mailing address, telephone number and, if available, email address;
    e. a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law;
    f. a statement that the information in the notice is accurate; and
    g. a statement, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

    If you do not comply with these requirements, your notice may not be effective. If you knowingly misrepresent that materials on the Site infringe a copyright, you may be held liable for damages, including costs and attorney's fees under Section 512(f) of the DMCA. Thus, if you are not sure that material located on or linked to by the Site infringes your copyright, you should consider first contacting an attorney. The Designated Agent for Claimed Infringement shall be legal@extra.app or you may also write to us at the address provided below with Attention to: DMCA Agent. **ALL CLAIMS MUST BE IN WRITING AND MAY NOT BE MADE BY TELEPHONE.**

27. **Contact Us.** In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

    The Aligned Company d/b/a Extra
    c/o Orchard
    195 Broadway, Floor 24
    New York, NY 10007
    Phone: (844) 932-3955
    hey@extra.app

28. **State Required Disclosures.** For residents of North Carolina and Louisiana.

Disclosure Required by North Carolina Law

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any loan brokerage contract. The information contained in this disclosure has not been verified by the State. If you have any questions see an attorney before you sign a contract or agreement.

If you have any questions, see an attorney before you sign a contract agreement.

The Aligned Company d/b/a Extra is a Delaware corporation incorporated June 8, 2018. The Aligned Company began operations as a loan broker in the state of North Carolina on September 11, 2023.

LOAN BROKERAGE AGREEMENT
This agreement is made and entered into on by and between The Aligned Company d/b/a Extra with its principal place of business located at 195 Broadway, Floor 24 New York, NY 10007 hereinafter referred to as "Broker," and the below signed applicant(s) hereinafter referred to as "Borrower."

The Broker has conducted brokering activities for 10,027 loan applications and 22,068 closed loans within the past 12 months. The following individuals, who can be reached at the address above or info@extra.app, are charged with the activities of the Broker:
Gregory Botto, Chief Compliance Officer
Andre Jaberi, General Manager
Conrad McEvoy, Strategy and Operations Lead

The Broker's current financial statement can be found at the bottom of this agreement.

SERVICES TO BE PERFORMED:
(a) providing application systems to intake information;
(b) completing customer identification program steps to verify applicant identity;
(c) enabling Plaid connection to borrowers bank account to verify a qualifying connection;
(d) educating the prospective borrower in the application process;
(e) providing disclosures (truth in lending, E-sign, others) to the borrower.

OTHER SERVICES, DUTIES OR OBLIGATIONS
As required by North Carolina law, this loan broker has secured a bond issued by Atlantic Specialty Insurance Company, a surety authorized to do business in this state. Before signing a contract with this loan broker, you should check with the surety company to determine the bond's current status.

COMPENSATION
The Broker receives compensation that is less than $1 for services rendered on behalf of Borrower with said fees paid to Broker by the lender, Lead Bank.
The Membership Fees related to the service are for the service once approved and not related to the application.
The Borrower pays no fees to the Broker with respect to this service.
If the Borrowers application does not proceed for any reason, no fees shall be paid.

DUTIES OF APPLICANT
Borrower agrees to provide Broker true, complete and accurate information.

TERM
The original term of this agreement shall be from date signed until the date of loan closing, but no later than 60 days from the date of this agreement.

SERVICES
Broker agrees to perform all loan broker services required to provide the Borrower's completed application to the lender. Broker and Borrower both agree that under this Agreement, Broker is providing loan brokering services on behalf of Borrower as Borrower's agent.

AFFIRMATION AND CANCELLATION BY BORROWER
This agreement contains the entire agreement between Broker and Borrower and supersedes all prior agreements or understandings relating to the completion and submission of the Borrowers loan application discussed herein.

By agreeing to these terms, the Borrower acknowledges receipt of this Loan Brokerage Agreement and Disclosure Statement. Furthermore, the Borrower understands that he or she has the right to cancel this Loan Brokerage Agreement and Disclosure Statement until midnight of the fifth business day following his or her signing of this document. Such right shall be considered exercised when written notification has been postmarked or otherwise delivered to the Broker's designated place of business within the prescribed time.

FINANCIAL STATEMENT

The Aligned Company
Unaudited Income Statement
January 2025 - December 2025

Total Income	$12,271,062.09
Total Cost of Sales	$4,551,162.62
Gross Profit	$7,719,899.47
Total Operating Expenses	$3,069,225.92
Net Ordinary Income	$4,650,673.55
Total Other Income	$1,214.79
Total Other Expenses	$1,105,292.18
Net Other Income	($1,104,077.39)
Net Income	$3,546,596.16

LOAN BROKERAGE AGREEMENT AND DISCLOSURE STATEMENT

DISCLOSURE REQUIRED BY LOUISIANA LAW
The State of Louisiana does not approve or disapprove any loan brokerage contract. The information contained in this disclosure has not been verified by the state. If you have any questions, see an attorney before you sign a contract agreement.

The Aligned Company dba Extra (d/b/a Extra App in Louisiana) is a Delaware corporation incorporated June 8, 2018. The Aligned Company began operations as a loan broker in the state of Louisiana on February 8, 2024.

SERVICES TO BE PERFORMED:
(a) providing application systems to intake information;
(b) completing customer identification program steps to verify applicant identity;
(c) enabling Plaid connection to borrowers bank account to verify a qualifying connection;
(d) educating the prospective borrower in the application process;
(e) providing disclosures (truth in lending, E-sign, others) to the borrower.

OTHER SERVICES, DUTIES OR OBLIGATIONS
As required by Louisiana law, this loan broker has secured a bond issued by Atlantic Specialty Insurance Company, a surety authorized to do business in this state. A certified copy of this bond is filed with the Louisiana Office of Financial Institutions. Before signing a contract with this loan broker, you can check with the surety company to determine the bond's current status.

LOAN BROKERAGE AGREEMENT
This agreement is made and entered into on by and between The Aligned Company d/b/a Extra App with its principal place of business located at 195 Broadway, Floor 24 New York, NY 10007 hereinafter referred to as "Broker," and the below signed applicant(s) hereinafter referred to as "Borrower."

COMPENSATION
The Broker receives compensation that is less than $1 for services rendered on behalf of Borrower with said fees paid to Broker by the lender, Lead Bank.
The Membership Fees related to the service are for the service once approved and not related to the application.
The Borrower pays no fees to the Broker with respect to this service.
If the Borrowers application does not proceed for any reason, no fees shall be paid.

DUTIES OF APPLICANT
Borrower agrees to provide Broker true, complete and accurate information.

TERM
The original term of this agreement shall be from date signed until the date of loan closing, but no later than 60 days from the date of this agreement.

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This agreement contains the entire agreement between Broker and Borrower and supersedes all prior agreements or understandings relating to the completion and submission of the Borrowers loan application discussed herein.

By agreeing to these terms, the Borrower acknowledges receipt of this Loan Brokerage Agreement and Disclosure Statement. Furthermore, the Borrower understands that he or she has the right to cancel this Loan Brokerage Agreement and Disclosure Statement until midnight of the fifth business day following his or her signing of this document. Such right shall be considered exercised when written notification has been postmarked or otherwise delivered to the Broker’s designated place of business within the prescribed time.

E-signature agreed and digital signature timestamp retained on file.