### CASH ADVANCE AGREEMENT

# Last Updated October 17, 2024

This Cash Advance Agreement (the "Agreement") made between you and us provides the terms of service for, and governs your participation in, the Money App Cash Advance Program. In consenting to the terms of this Agreement, you acknowledge that the terms, conditions, and disclosures related to your use of Money App, which includes the Money App Terms of Service, E-Sign Disclosure, Arbitration Agreement, and Privacy Policy, all of which can be found at <a href="https://money.app/legal/">https://money.app/legal/</a>, apply to your use of, and participation in, the Cash Advance Program.

Further, Money App uses Plaid, Inc. ("Plaid") to gather your data from financial institutions. Accordingly, you grant Money App and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid terms and policies, including the Plaid Privacy Policy, found at <a href="https://plaid.com/legal/#end-user-privacy-policy">https://plaid.com/legal/#end-user-privacy-policy</a>.

#### I. Definitions

- 1. You and your refer to the individual that is executing this Cash Advance Agreement.
- 2. Agreement means this Cash Advance Agreement and any other document incorporated by reference.
- 3. *ACH Authorization* means the ACH authorization acknowledgement provided by you as part of your acceptance of this Agreement.
- 4. Business Day means any Monday through Friday, except Federal Reserve holidays.
- 5. Cash Advance means the money that you receive from us under the Cash Advance Program.
- 6. Cash Advance Program means the offering for the Cash Advance from Money App to you as described in this Agreement.
- 7. We, us, and our refers to Prog Services, Inc. (d.b.a. "Money App") and its successors and assigns.
- 8. *Money App Account* refers to your account with Money App as defined in Section 11. of the Money App Terms of Service.
- 9. *Debit Card* refers to the debit card provided by you that is associated with your Linked Account, and that may be used by Money App to debit or credit your Linked Account as needed to pay any obligations related to the Cash Advance Program.
- 10. *Linked Account* means any personal bank account that you link in order to access the Cash Advance Program and that may be debited or credited by Money App as needed to pay any obligations related to the Cash Advance Program.
- 11. *Payment Method* means your Debit Card or Linked Account to be debited or credited by Money App as needed to pay any obligations related to the Cash Advance Program.

# II. Cash Advance Program Overview

As a feature of your Money App Account, you may request a Cash Advance at any time through Money App. Additionally, as part of maintaining your Money App Account, we may detect that you are likely to have insufficient funds for upcoming transactions in your Linked Account based on your previous account activity. In such an event, we may alert you to the possibility of having insufficient funds through the Money App mobile application, SMS messages and/or email. You may then be offered the opportunity to receive a Cash Advance to your Linked Account, if applicable. In all cases, you must affirmatively choose to receive a Cash Advance. Money App in its sole discretion will determine whether to provide you a Cash Advance. You are not eligible for a Cash Advance if you have a Cash Advance already outstanding and payable.

The amount of each Cash Advance you are eligible for is based on, among other things, (i) whether you have established a direct deposit into your Linked Account and (ii) an analysis of your deposit and transaction history. The minimum amount of a Cash Advance is \$25, and the maximum amount of a Cash Advance amount is \$250. We reserve the right to adjust Cash Advance amounts and our eligibility criteria at any time. As noted above, there are no fees for any Cash Advance, except as provided for in this Agreement. As part of this Agreement, you agree that Money App has full authority to debit and credit any Payment Method as provided under the terms of this Agreement.

# III. Expedited Fees

You may request that Money App expedite disbursement of your Cash Advance by paying an optional fee (the "Expedited Fee"). While you can generally receive a Cash Advance within three (3) business days depending on processing times, if you choose to pay the Expedited Fee, we will use a faster delivery method that will deliver the Cash Advance to you within 8 hours. The amount of the Expedited Fee is determined by the amount of your Cash Advance:

Cash Advance Amount	Expedited Fee
\$25.00 - 49.99	\$4.99
\$50.00 - \$74.99	\$7.99
\$75.00 - \$99.99	\$9.99
\$100.00 - \$149.99	\$12.99
\$150.00 - \$199.99	\$13.99
\$200.00 - \$249.99	\$14.99
\$250.00	\$15.99

When you request a Cash Advance and are given the option to expedite disbursement of the Cash Advance, we will disclose the amount of the Expedited Fee to you again through the Money App mobile application before you make your selection. The Expedited Fee is payable at the time you repay the Cash Advance.

## IV. Cash Advance Repayment

Each Cash Advance is repayable in one installment. We reserve the right to charge any Payment Method for Cash Advance repayment any time on or after the pay back date provided to you through the Money App mobile application. However, Money App warrants that it has no legal or contractual claim against you based on a failure to repay a Cash Advance, but Money App will not provide you further Cash Advances while any amount remains unpaid under the Cash Advance Program. With

respect to a failure to repay a Cash Advance, Money App 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. Money App does not waive any rights regarding fraudulent activity, and Money App will pursue instances of fraud. Money App 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. Money App may monitor your balance for all Payment Methods, but Money App makes no warranties that an overdraft will not occur.

## V. CREDIT AND DEBIT AUTHORIZATION

As part of your participation in the Cash Advance Program, you authorize Money App to electronically debit and credit your Payment Method as part of any payments under the Cash Advance Program, as well as to correct erroneous debits and credits. You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for automated clearinghouse ("ACH") and debit card transactions as provided herein and will remain in full force and effect until you notify Money App that you wish to revoke this authorization by interacting with the chat-bot available on our website at Money. App. To notify Money App that you wish to revoke this authorization, navigate to our chat-bot and provide your revocation request by following the prompts to request revocation of an ACH authorization. As part of completing your request, we will need to escalate your request to a live agent. You must notify Money App at least three (3) business days before the scheduled debit date in order to cancel this authorization. When you make your request, please follow the instructions as provided, which may include the name and telephone number associated with your Money App account. Failure to provide correct and complete information may make it impossible for Money App to stop withdrawal of the preauthorized transaction. You agree to indemnify and hold Money App harmless from and against any loss incurred as a result of its withdrawal of a preauthorized debit transaction from your Payment Method if any of the information relied upon in your request to stop payment is incorrect or incomplete. If you have followed the instructions in this section to notify Money App of your desire to revoke your authorization at least three (3) business days before the scheduled debit date, Money App will be liable for your losses or damages directly caused by our failure to stop any preauthorized transaction. If we do not receive notice at least three (3) business days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the transaction. However, we assume no responsibility for our failure to do so. You must have at least one Payment Method that you authorize Money App to electronically debit and credit as part of any payments under the Cash Advance Program, as well as to correct erroneous debits and credits, at all times. Accordingly, you may only revoke your prior authorization for Money App to debit or credit a Payment Method if you have authorized Money App to electronically debit and credit another valid Payment Method as part of any payments under the Cash Advance Program, as well as to correct erroneous debits and credits. In the event you attempt to update your Payment Method while you have an outstanding Cash Advance, we will need to escalate your request to a live agent and accept any new Payment Method credentials prior to revocation of your prior authorization. You warrant and represent to Money App that you have the right to authorize us to charge and credit your Payment Method for payments due to us under this Agreement. If you have a joint Linked Account, you represent and warrant that you have the authority to (a) bind the absent account holder; and (b) enter into this Agreement independently. You agree to indemnify and hold Money App harmless from any claims by any other owner of the Linked Account. You represent that you are capable of saving or otherwise storing a copy of this electronic authorization for your records, and the credit and debit transactions you request comply with applicable law. See the Section 10 of the Money App Terms of Use for more information about your rights associated with electronic funds transfers.