

Last Updated: April 2nd, 2021

Website and Mobile Application Terms of Use

1. Scope of Use. Immediate Solutions, Inc. (“**ISI**”) provides: (a) the website (www.joinimmediate.com); (b) mobile application, “ImmediatePay”; and (c) the Early Access Wage Payment Services (as defined below in Section 3) provided by our website and mobile application (collectively, the “**Site**”), to you, the user of the Site (“**you**” or “**your**”), for your personal, noncommercial use, and subject to the following terms of these Website and Mobile Application Terms of use (these “**Terms**”). For the purpose of the following Terms, references to “**we**”, “**us**” and “**our**” include ISI and its affiliates, subsidiaries, agents, representatives, successors and assigns. Using the Site to evaluate whether to enter into a business relationship with us will not constitute a commercial use for the purposes hereof. It is a violation of these Terms for you to use the Site in violation of any applicable laws and regulations or in violation of the rules of any of our service providers. Certain other programs or services provided by us through linked websites or other channels may have additional terms and conditions regarding your use of those services, and nothing in these Terms is intended to modify such terms and conditions. Subject your compliance with these Terms and all applicable international, federal, state, and local laws, rules, and regulations, we grant you a limited, revocable, nonexclusive, non-sublicensable, non-transferable, license to use the Site solely for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use.

BY CLICKING “I Accept” YOU AGREE TO BE BOUND THESE TERMS. YOU MAY NOT USE THE SITE IF YOU DO NOT AGREE TO THESE TERMS.

2. Changes to these Terms. We reserve the right to modify the Site and the rules and regulations governing its use at any time, including, without limitation, these Terms. Modifications will be posted on the Site and the “Last Updated” date at the top of this webpage will be revised. You understand and agree that if you use the Site after the date on which the Terms have changed, we will treat your use as acceptance of the updated Terms. We may make changes in the services described in the Site at any time without prior notice to you.

3. Early Access Wage Payment Services and Early Access Fees.

a. General. Subject to your compliance with these Terms and your applicable employer’s continued enrollment in our services, you may use the Site to receive early disbursements of up to fifty percent (50%) of the wages you have earned during your current pay period as of the date of the withdrawal (“**Wages**”) you make through us (the “**Requested Amount**”) subject to the Early Access Fees (such service, the “**Early Access Wage Payment Services**”). The “**Early Access Fee**” shall be the contracted amount by your employer each time you request expedited payment of the Wages you have earned. To be clear, the Early Access Fee applies each time you use the Early Access Wage Payment Services to receive a Requested Amount unless noted as a free request on the confirmation screen. For example, if you have earned \$100 from your employer for work you have already performed, you are allowed to request up to \$50. The amount you requested through the Early Access Wage Payment Services will be deducted from the regularly scheduled paycheck or direct deposit your employer provides you covering the time that you worked. If the Early Access Fee was \$3, you will pay that fee at the time of the Early Access Wage Payment Services and receive a net of \$47 (“**Early Access Delivery**”) from your Requested Amount.

b. Prohibited Situations. You may only request the payment of the Wages that you have already earned. The Early Access Wage Payment Services cannot advance amounts that you have not yet earned for any reason or in any situation. You may not use the Early Access Wage Payment Services to avoid the payment of any garnishments, court ordered payments, or other payments that a court of governmental entity has required you to pay directly from your normal paycheck or direct deposit. We may cancel any request for Requested Amounts if you are subject to any court-ordered or legally mandated garnishments, liens, or similar required payments directly from your paycheck.

c. Your Permissions to us and Your Responsibility for Taxes. You hereby authorize your employer permission through the direction of ISI to deduct the Requested Amount from your paycheck or direct deposit that covers the period of time you earned your applicable Wages for the Requested Amount. You and your employer are responsible for ensuring that any Requested Amounts you collect include any required withholdings for taxes or the like. If your employment is terminated either by you or your employer, all funds borrowed in the final paycheck will be collected by ISI if they can not be deducted from the final paycheck by invoicing you directly until the borrowed amount is \$0.00. In the event ISI is unable to deduct the Requested Amount from your paycheck or direct deposit that covers the period of time you earned your applicable Wages for the Requested Amount, you authorize your employer through the direction of ISI to deduct the Requested Amount from your next two paychecks or direct deposits. ISI acknowledges that in no manner is the Requested Amount considered an extension of credit or debt instrument and thereby has no recourse for the Requested Amount.

If you are a resident of a State in which payroll deductions are not offered by ISI or your Employer to settle Early Access Delivery and/or applicable Early Access Fees, you may be required to settle Early Access Delivery and/or applicable Early Access Fees through another payment method, including but not limited to a debit card or checking account. You authorize ISI to debit such payment method in an amount equal to the applicable Early Access Delivery and/or applicable Early Access Fee. ISI, in its sole discretion, may permit residents of other states to use this settlement method.

d. Payments to you. When you request the Early Access Wage Payment Services, you will see a deposit of your Requested Amount in the bank account you have provided to us within [seventy-two (72) hours] of the time you used the Early Access Wage Payment Services.

e. User Support. If you have any issues or questions with the Early Access Wage Payment Services or otherwise with the Site, please contact us at the options we have provided in Section 4 below.

f. Authorization for Debit. If you settle Early Access Delivery and/or Early Access Fees through a debit of your Bank Account, Debit Card, or DASH Card (the "Payment Method"), you authorize ISI to electronically debit your Payment Method and, if necessary, electronically credit your Payment Method to correct erroneous debits for your Early Access Fee and any Early Access Delivery.

You acknowledge that the electronic authorization contained in this section 3.f represents your written authorization for ACH transactions and other types of electronic debits as provided herein and will remain in full force and effect until you notify ISI that you wish to revoke this authorization by calling ISI directly at 1 (888) 907 9764 Monday thru Friday between 7 a.m. and 7 p.m. (Central

time). You acknowledge that you must notify ISI at least three (3) Business Days prior to the scheduled date of any electronic debit from your Payment Method in order to cancel this authorization. You agree to provide all information required to cancel this authorization and acknowledge that your failure to provide correct and complete information may make it impossible for ISI to stop the withdrawal of the preauthorized electronic debit. You agree to indemnify and hold harmless ISI from and against any loss incurred as a result of its withdrawal of a preauthorized electronic debit from your Payment Method, if any of the information relied upon in the stop payment order is incorrect or incomplete or as a result of its failure to withdraw a preauthorized electronic debit for which a valid stop payment order is in effect. If ISI receives notice less than three (3) Business Days before the scheduled debit date, ISI may attempt, in its sole discretion, to cancel the debit transaction but ISI assumes no responsibility for its failure to do so.

You represent and warrant that you have the right to authorize ISI to charge your Bank Account or other selected Payment Method for payments due to ISI, including Early Access Fees and settlement of Early Access Delivery. If the Payment Method you selected is jointly owned you: (1) represent and warrant that you have the authority to enter into this Agreement independently; and (2) will indemnify and hold ISI harmless from any claims by any other owner of the Payment Method.

ISI is not responsible for any overdraft fees, over-the-limit fees, insufficient or non-sufficient fund charges, or other charges (including maintenance fees, finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in your Bank Account or other Payment Method sufficient to meet your financial obligations under this Agreement.

4. How to Contact us and Support. If you have any questions or have encountered an error, please contact us at www.joinimmediate.com/support/ or please visit www.joinimmediate.com/faq/.

5. Restrictions on Use. You will not use the Site for any use other than the business purpose for which it was intended. You will not take any of the following actions with respect to the Site or the server hosting the Site nor will you use our Site to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Site in any manner that: (i) uploads or transmits any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation, commercial or otherwise; (ii) decompiles, uses reverse engineering, disassembles, derives the source code of or decrypts the Site or server hosting the Site; (iii) manipulates or otherwise displays the Site by using framing, mirroring, deep-linking, or similar navigational technology or directly links to any portion of the Site other than the main homepage located at www.joinimmediate.com; (iv) uses any robot, spider, scraper or other automatic or manual means to access the Site or copies any content or information on the Site; (v) removes, obscures, or alters any proprietary notices (including any notice of copyright or trademark) of us or our affiliates, partners, suppliers or our licensors; (vi) modifies, adapts, improves, enhances or makes any derivative work from the Site; (vii) disables, overburdens, impairs or otherwise interferes with or interrupts the Site or any hardware, software, system or network connected with the Site; (viii) probes, scans, or tests the vulnerability of or breach the authentication measures of the Site or any related networks or systems; (ix) interferes with any other party's use and enjoyment of the Site; (x) infringes the copyright, trademark or any proprietary rights or discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (xi) compiles, uses, downloads or otherwise copies any user information or any portion thereof, or transmits, provides or otherwise distributes (whether or not for a fee) such information to any third party; (xii) is

fraudulent, malicious or unlawful, unauthorized or contains defamatory or illegal information, images, materials or descriptions; (xiii) promotes or provides instructions for illegal activities; (xiv) encourages any conduct that would constitute a criminal offense or that gives rise to civil liability; (xv) disseminates viruses or other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware; (xvi) attempts to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; or (xvii) accesses systems, data or information that we do not intend to be made accessible to you. Use of the Site is limited to persons eighteen (18) years of age or older.

6. Privacy Policy. You may view a copy of our privacy policy here

<https://joinimmediate.com/privacy-policy/> ("**Privacy Policy**"), which explains our practices relating to the collection and use of your information through or in connection with our Site. The Privacy Policy is incorporated into these Terms, and governs our use of your information and/or any information you submit or otherwise make available to us in connection with the Site.

7. Registration, Access & Security. If you provide us any information through the Site, such as your name, social security number, current employer, employee identification number, birth date, age, bank account information, credit card information, address, zip code, phone number, contact details, email address, your password, and/or security questions and responses for your account (collectively, your "**Account Data**") for an account associated with you (your "**Account**"), you agree to provide true, accurate, current, complete and up-to-date information. If you provide any information that is untrue, inaccurate, non-current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, non-current, or incomplete, then we have the right to terminate or refuse any and all current or future access or use of the Site and the Expedited Wage Payment Services (or any portion thereof). We reserve the right to take any action that we deem necessary to ensure the security of the Site and your Account, including without limitation changing your password, terminating your Account, or requesting additional information to authorize transactions on your Account. You are solely responsible for keeping your Account Data and any security questions and responses associated with your Account confidential. Anyone with knowledge of or access to your Account Data or the security questions and responses associated with your Account can use that information to gain access to your Account. You are solely liable for any claims, damages, losses, costs, or other liabilities resulting from or caused by any failure to keep your Account Data and the security questions and responses confidential, whether such failure occurs with or without your knowledge or consent. You will immediately notify us of any suspected or actual unauthorized access to or use of your Account Data or any other breach of your Account security.

You are responsible for providing and maintaining, at your own risk, option, and expense, any hardware, software and communication lines required to access and use the Site, and we reserve the right to change the access configuration of the Site at any time without prior notice.

8. No Warranties. THE SITE AND ALL MATERIALS ON THE SITE ARE PROVIDED TO YOU ON AN "AS-IS," "AS-AVAILABLE" BASIS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE SITE OR ANY SERVICES, PRODUCTS, INFORMATION, OPINIONS, AND MATERIALS AVAILABLE THROUGH THE SITE. YOU ARE RESPONSIBLE FOR VERIFYING ANY INFORMATION YOU OBTAIN FROM THE SITE BEFORE RELYING ON IT. USE OF THE SITE IS AT YOUR SOLE RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SITE OR THE MATERIALS

PROVIDED THROUGH THE SITE WILL BE UNINTERRUPTED, COMPLETELY SECURE, VIRUS-FREE, OR ERROR-FREE. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 13 BELOW, YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

9. Trademarks. All trademarks, service marks, and logos that are used or displayed on the Site are owned by our licensors or us. You must obtain our written permission prior to using any trademark or service mark of ours. Unauthorized use of any trademarks, service marks, or logos used on the Site may be a violation of state, national and international trademark laws. Additionally, our custom icons, graphics, logos, and scripting on the Site may be covered by trademark, trade dress, copyright or other proprietary right law, and may not be copied, modified or used, in whole or in part, without our prior written permission.

10. Reviews, Comments and Other Content. If you post or submit any reviews, comments, photos, statements, ideas, questions or other content, or any names or user names associated with any of the foregoing, to the Site or to us (collectively, the “**Content**”), you acknowledge and agree that all such Content will comply with these Terms (including, without limitation, Section 5 above) and you may not use any fake e-mail address or impersonate any other person or entity or otherwise mislead as to the origin of the Content. Unless we indicate otherwise, you grant us an irrevocable, perpetual, fully paid up, royalty-free, enterprise wide, worldwide license to copy, modify, sell create derivative works from, or otherwise use the Content on any media and in any form for our business purposes. You represent and warrant that all Content that you submit or post complies with any applicable guidelines or rules of the United States Federal Trade Commission, including but not limited to FTC 16 CFR Part 255, regarding truth-in advertising and disclosure requirements. You represent and warrant that all Content you submit to the Site or us is accurate, truthful, and non-deceptive and that all Content has evidence to back up the claims made. Without limiting the generality of the foregoing, if you provide us with any suggestions, ideas, improvements, modifications, feedback, error identifications or other information related to the Site or any other services we provide (“**Feedback**”), ISI may use, disclose and exploit such Feedback without restriction, including to improve the Site and to develop, market, offer, sell and provide other products and services.

11. Violation of Rules and Regulations; Disclosure of Information. We reserve the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in the Site, including, without limitation, these Terms, including the right to block access from a particular Internet address to the Site. We may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Except as may be expressly limited by the Privacy Policy, we reserve the right at all times to: (i) disclose any information as we deem necessary to satisfy any applicable law, regulation, legal process or governmental request; or (ii) edit, refuse to post or to remove any information or materials, in whole or in part, as applicable, in our sole discretion.

12. Indemnity. You agree to indemnify, defend, and hold us and our subsidiaries, affiliates, officers, agents, employees, contractors, partners and licensors harmless from and against any and all suits, actions, losses, claims, proceedings, demands, expenses, damages, settlements, judgments, injuries, liabilities, obligations, risks, and costs, including, without limitation, reasonable attorneys’ fees, made by any third party due to or arising out of: (i) your use of the Site; (ii) your violation of these Terms; (iii) any Content or Feedback you provide; (iv) your negligence, fraud, or willful misconduct; (v) your Account; and/or (vi) your violation of any law or regulation or any rights of another. We reserve the right, at your expense, to assume the exclusive defense and control of any matter which you are required to indemnify

against, and you agree to cooperate in our defense of such matter. This indemnification will survive any termination of these Terms.

13. Limitation of Liability. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO OR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY MATERIALS, SERVICES AND/OR PRODUCTS WE HAVE PROVIDED TO YOU ON OR THROUGH THE SITE, WHETHER OR NOT YOU HAVE PURCHASED OR PROVIDED ANY CONSIDERATION FOR SUCH, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO: (A) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SITE; (B) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (C) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY; (D) RELIANCE BY ANY PARTY ON ANY CONTENT OBTAINED THROUGH USE OF THE SITE; OR (E) WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE SITE, OR RELATED INFORMATION OR PROGRAMS, THAT ARISE IN CONNECTION WITH: (1) MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER; (2) INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE SITE; OR (3) VIRUSES.

OUR TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID FOR THE USE OF THE SITE, IF ANY, AND IF YOU HAVE PAID NO AMOUNT, THEN ONE HUNDRED UNITED STATES DOLLARS (\$100.00). YOU ALSO ACKNOWLEDGE AND AGREE THAT YOU HAVE VIEWED OR USED THE SITE WITH A FULL UNDERSTANDING OF THE LIMITATION OF OUR LIABILITY IN THESE TERMS.

BY ACCESSING THE SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Some jurisdictions do not allow exclusions of liability for certain types of damages. Accordingly, some of the above limitations may not apply to you to the extent prohibited by law. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

14. Third Party Sites. Some links on the Site may navigate you away from the Site or redirect you to other websites, including websites operated by third parties. The linked websites are not under our control, and the content available on the Internet sites linked to by the Site does not necessarily reflect our opinion or imply our recommendation or endorsement of the linked website or the opinions expressed therein. We are not responsible for the privacy practices of any other websites. Please be aware that

those websites may collect personally identifiable information (“**PII**”) from or about you as well as non-PII about your visit. You should review the terms of use and privacy policies that are posted on any website that you visit, before using any linked websites.

We are providing these links to other Internet sites as a convenience to you, and access to any other Internet sites linked to the Site is at your own risk. We are under no obligation to maintain any link on the Site and we may remove a link at any time in our sole discretion for any reason whatsoever. We will not be responsible or liable, directly or indirectly, for any damages or losses caused or alleged to be caused by or in connection with the use of or reliance on such content, products, services or other materials available on or through any such website or for any action you may take as a result of linking to any such website.

15. No Fiduciary Relationship. Except to the extent set forth in a separate agreement between you and us, there is no fiduciary relationship between you and us. These Terms do not create any relationship of principal and agent, partnership, joint venture, or employer and employee, between you and us. You may not enter into any contract on our behalf or bind us in any way.

16. Right to Monitor. We reserve the right to actively monitor the use of the Site and use any information gathered during such monitoring for any permissible purpose under the Privacy Policy. Additionally, we may, at any time as we deem appropriate, remove any materials from the Site that, in our sole discretion, may be illegal, may subject us to liability, may violate these Terms, or are, in our sole discretion, inconsistent with our purpose for the Site.

17. Electronic Communications and Notice. When you visit the Site or send e-mails to us, you are communicating with us electronically and you consent to receive communications from us electronically. We will communicate with you by e-mail, sending you messages through the mobile application we provide, or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically are deemed to be given and received on the date we transmit any such electronic communication as described in these Terms. To provide notice

All notices required or permitted under these Terms to us will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery, provided that we may provide written notice to you through electronic communications as described in the paragraph immediately above. The notice address for ISI is 1500 1st Avenue North, Unit 28, Birmingham, AL 35203. Any notice sent in the manner set forth above shall be deemed sufficiently given for all purposes hereunder (i) in the case of certified mail, on the second business day after deposited in the U.S. mail, and (ii) in the case of overnight courier or hand delivery, upon delivery. We may change our notice address by giving written notice to you by the means specified in this Section.

18. Use Outside of the United States; Choice of Law; and Venue. The Site is operated by us from our offices within the United States of America. We make no representation that the information in the Site is appropriate or available for use in other locations, and access to the Site from territories where the contents of the Site may be illegal is prohibited. Those who choose to access the Site from other locations do so, on their own initiative and are responsible for compliance with applicable local laws. By using the Site, regardless of where you live or are located in the world, you consent to these Terms and any claims relating to the information, services or products made available through the Site will be governed by the laws of the State of Delaware, U.S.A., excluding the application of its conflicts of law

rules. You agree that venue for all actions, relating in any manner to these Terms, will be in a federal or state court of competent jurisdiction located in Jefferson County, Alabama.

19. Time Limit on Claims Against us. You agree that any claim you may have arising out of or related to your use of the Site or your relationship with us must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

20. Severability and Waiver. If any provision of these Terms will be deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms.

21. Assignment. We may assign these Terms or any part of them without restriction or condition. You may not assign or otherwise transfer these Term or your rights under these Terms without our prior written consent and any assignment in violation of this prohibition will be null and void.

22. Our Remedies. You agree that any violation, or threatened violation, by you of these Terms constitutes an unlawful and unfair business practice that will cause us irreparable and unquantifiable harm. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity or as set forth in these Terms.

23. Survival. Sections 1, 4, 7-9, 10-13, 15, 17-20, and 22, and this Section 23 shall survive any termination of these Terms.