

## TERMS AND CONDITIONS OF SERVICE

### PayTomorrow, LLC

Please read the following Terms and Conditions of Service (“Terms”) carefully before using PayTomorrow, LLC (including its subsidiaries, affiliates, agents, and assigns) (“PayTomorrow”, “our”, “us” or “we”) family of websites, including but in no way limited to [www.paytomorrow.com](http://www.paytomorrow.com) (specifically, referred to herein as the “Site”), as well as any online features, products, services and/or programs offered by PayTomorrow (collectively, the “Services”). These Terms describe a contractual relationship between you (“you” or “your”) and us.

You acknowledge that these Terms are designed to be read in connection with the Privacy Policy, which is available at [www.paytomorrow.com](http://www.paytomorrow.com), and your respective Service related agreement (“Customer Agreement”) and that by accessing or using our Site and / or Services, you agree to be bound by these Terms, as well as the Privacy Policy and all other agreements entered into between us and you, including but in no way limited to your respective Customer Agreement.

We reserve the right to change the Terms from time to time. We will make an effort to update the Terms web page with any changes to these Terms and/or to the Services described in these Terms and you are encouraged to review these Terms frequently (the date of the most recent revision to these Terms appears at the end of these Terms). Your continued use of the Site and / or Services after such updates will constitute your: (a) acknowledgment of the updated Terms; and (b) your agreement to abide and be bound by the updated Terms.

If you have any questions about the Terms, please feel free to contact us at: [info@paytomorrow.com](mailto:info@paytomorrow.com).

**IMPORTANT: BY ACCESSING OR USING THE SITE OR SERVICES, YOU AGREE TO THE FOLLOWING TERMS. YOU SHOULD REVIEW THESE TERMS REGULARLY AS THEY MAY CHANGE AT ANY TIME AT THE SOLE DISCRETION OF PAYTOMORROW. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT ACCESS OR OTHERWISE USE THE SITE OR SERVICES.**

#### **1. Convenience and Information Only; Acceptance of Terms**

“Content” refers to any text, materials, documents, images, graphics, logos, design, audio, video and any other information provided from or on, uploaded to and / or downloaded, or otherwise downloadable, from the Site.

By merely providing access to the Site, PayTomorrow does not warrant or represent that: (a) the Content is accurate, complete, up-to-date or current; (b) PayTomorrow has any obligation to update any Content; (c) the Content is free from technical inaccuracies or typographical errors; (d) the Content does not infringe on the intellectual property rights of any third party; (e) the Content is free from changes caused by a third party; (f) your access to the Site will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through, or postings made on, the Site is accurate or complete. Your use of the Site and the Services offered therein are subject to federal law, the law of the state where PayTomorrow maintains your account, or, if PayTomorrow transfers your account to another location, where PayTomorrow currently maintains your account (“Applicable Law”).

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

## **2. Your Eligibility to use the Services**

To be eligible to use the Services, you must be at least 18 years old (19 years old in Alabama or if you're a ward of the state in Nebraska) and a resident of the United States or its territories. Residents of Vermont, New Jersey, Wisconsin, Iowa and West Virginia may not be eligible for our Services. You represent and warrant that you are eligible to use the Services.

## **3. Our Provision of the Services**

**3.1 Description:** The Services shall include various financial products made available to consumer, as the same may change from time to time at the sole discretion of PayTomorrow. Service term options may vary based on purchase price and merchant. Our Services allow you to buy goods or services offered by merchants (each individually a "Merchant", and collectively "Merchants") for personal use. If you agree to use our Services, then we will pay the Merchant on your behalf in exchange for your promise to repay the same amount plus a lease term and or finance charge as determined by your creditworthiness.

**3.2 Your Promise to Pay:** Before completing any transaction on your behalf through any Services, we will secure your promise to pay by disclosing the terms and conditions applicable to that transaction and securing your consent to those terms for that transaction, including your promise to pay the total payments amount to us or our assigns, by asking you to click all required buttons to confirm and accept the terms of your applicable lease or loan.

**3.3 Rates & Charges:** We offer leases to consumers, with payment amounts and lengths depending on the creditworthiness of the respective consumer. Most consumers will be offered a lease term that is followed by a loan term. The loan term pays for the residual value of the lease product so that the consumer may own the product at the end of the lease to loan financial term. Our Services are subject to charges determined by your creditworthiness. We will always disclose the specific charges before you agree to any loan.

**3.5 First Payment:** Your first payment will be due no sooner than 15 days after we pay a merchant on your behalf pursuant to the Services.

**3.6 Late Payment Fee:** Late payment fees may be charged to consumers who miss payment deadlines and grace periods per the lease agreement terms issued by us.

**3.7 Payment Allocation:** Payments that you make will be applied first to accrued unpaid interest then to the unpaid principal balance. For loans that are delinquent, your payment will be applied first to past due amounts, then to your current monthly payment.

**3.8 Partial Prepayments:** Payments in excess of your currently scheduled payment will be applied to your unpaid principal balance and will not be used toward your next scheduled payment. Thus, your monthly scheduled payment amounts will remain the same except for your final payment.

**3.9 No Prepayment Penalty:** You may prepay your loan in full at any time without penalty.

3.10 Prepayment Policy: You are entitled to a refund of any amounts you pay in excess of the remaining balance owed in connection with the chosen Service. Your statement will show you the amount due to fully satisfy your obligations pursuant to the chosen Service. Any partial amount paid thereof will first go to satisfying all of the remaining lease payments and then satisfy the loan portion payments.

3.11 Delays in Processing: In some cases when you attempt to use our Services to make a purchase, the transaction may be held as pending or be otherwise delayed for processing and confirmation by either us or the Merchant and can be cancelled at any time until it is confirmed by us.

3.12 Debt Collection and Reminders:

3.12.1 Tools we May Offer: We may from time to time offer you the ability to access certain financial management tools. Examples of such tools include financial calculators, customized financial analyses, bill payment reminders, dashboards with information about your debts (including debts you may owe others) and/or assets, and other similar services. Unless we indicate otherwise, these tools will be provided free of charge and are provided exclusively for personal use.

3.12.2 Accuracy: YOUR USE OF THE TOOLS IS AT YOUR SOLE RISK. INFORMATION PROVIDED THROUGH THE TOOLS IS ON AN “AS IS” AND “AS AVAILABLE” BASIS FOR INFORMATIONAL PURPOSES ONLY. WE MAKE NO WARRANTY THAT THE TOOLS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE OR RELIABLE.

3.13 Cancelling Transactions: PayTomorrow may choose not to provide service to you or to specific merchant sites at any time for any reason, including but not limited to, your creditworthiness, your history of transactions on our site, the merchant's account history or any other reason. PayTomorrow may cancel transactions at any time before a Merchant delivers any goods or services if you violate any term of this Agreement.

3.14 Credit Report Authorization and Reporting: You expressly authorize PayTomorrow to obtain credit and/or consumer reports from credit and/or consumer reporting agencies about you (1) when you apply for a loan, (2) periodically throughout the term of your loan (including in the month following the month when you pay off or otherwise satisfy the loan) and (3) periodically in connection with any other services you may obtain from us (including services involving financial management or credit profile tools we may offer). You expressly authorize us to use the information that we obtain from such reports to, among other things, market refinancings and PayTomorrow's current and future products and services to you (both during and after the term of your loan and the term of any other services you may obtain from us), provide you with other services (including financial management tools and credit profile tools) you may request, make decisions related to the servicing and collection of your account, measure how the loan you obtained from us impacts your credit, perform other statistical analysis, and share information with you about your credit profile.

You understand that PayTomorrow may report information about your lease or loan (such as on-time, late, and missed payments; any defaults; and the fact you paid off your loan) to credit reporting agencies.

3.15 Financial institutions. Acorns uses Plaid Inc. (“Plaid”) to gather your data from financial institutions. By using the Service, you grant Acorns and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from your relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the [Plaid end user privacy policy](#).

**3.16 Collection:** You agree to allow PayTomorrow to send you payment reminders from time-to-time. Notwithstanding whether you have consented or withdrawn your consent to the PayTomorrow E-Sign Consent, you agree that payment reminders may take the form of any available communication. You also agree that if you fail to pay an amount owed to PayTomorrow pursuant to your lease or loan agreement, PayTomorrow may engage in collection efforts to recover such amounts from you. These collection efforts may involve contacting you directly, submitting your information to a collections agency, or taking legal action. **FAILURE TO PAY MAY AFFECT YOUR CREDIT SCORE.**

**3.17 Communications and Notification:** You agree that PayTomorrow may provide you communications about your account and the PayTomorrow Service electronically or through phone calls or in writing. Standard mobile, message, or data rates may apply and you are responsible for any such fees. PayTomorrow reserves the right to close or limit access to your account and immediately collect all due amounts if you withdraw your consent to receive electronic or other communications or if you revoke access to any third-party site on which the PayTomorrow Service relies or if any such service should revoke or cancel your account on that site. Any electronic communications will be considered to be received by you within 24 hours of the time we email it to you or otherwise send it to your attention (such as via sms or other online or mobile notification). We may assume you have received any communications sent to you by postal mail 3 business days after we send it.

If we need to contact you to service your account or to collect amounts you owe to us, you give direct consent to us, as well as servicers, agents, contractors and collectors of your account, to communicate with you in any way, such as calling, texting, or email via:

- a mobile phone or landline you provide to us, use to contact us, or at which we believe we can reach you (even if it is not yours),
- any email address you provide to us or one of our merchants,
- automated dialer systems and automatic telephone dialing systems,
- pre-recorded or artificial voice messages and other forms of communications.

You also agree that these communications are not unsolicited for purposes of any state or federal law, and you understand that this may result in additional mobile, text message, or data charges.

You understand and agree that PayTomorrow may, without further notice or warning and in our discretion, monitor or record telephone conversations you or anyone acting on your behalf has with PayTomorrow or its agents for quality control and training purposes or for its own protection. You acknowledge and understand that, while your communications with PayTomorrow may be overheard, monitored, or recorded without further notice or warning, not all telephone lines or calls may be recorded by PayTomorrow, and PayTomorrow does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

Notwithstanding this provision, PayTomorrow's delivery of any Disclosures governed by the PayTomorrow E-Sign Consent, addressed further in Section 17 below, shall be governed by your consent or withdrawal of consent to receiving such Disclosures in electronic form.

**3.18 Working with Third Parties:** If you grant express permission to a third party to take specific actions on your behalf, or access particular information about your account, either through your use of the third party's product or service or through your PayTomorrow account, you acknowledge that PayTomorrow may disclose the information about your account that is authorized by you to this third party. You also acknowledge that granting permission to a third party to take specific actions on your behalf does not relieve you of any of your responsibilities under this Agreement. Further, you acknowledge and agree that you will not hold PayTomorrow responsible for, and will indemnify PayTomorrow from, any liability arising from the actions or inactions of this third party in connection with the permissions you grant.

#### 4. Your Use of the Services

4.1 Agreement to Provide Accurate Information: When you provide information to PayTomorrow or in connection with your lease or loan, you agree to provide only true, accurate, current and complete information about yourself and you agree not to misrepresent your identity or your account information. You further agree to keep your account information up to date and accurate.

4.2 You are Responsible for Fees: If you engage with PayTomorrow, you are responsible for any fees or other amounts that your phone service provider charges, such as fees for SMS, data services, and any other fees that your phone service provider may charge.

4.3 Replacement Method: You may use one of the acceptable methods of payment to make one-time transactions to pay your account as payments become due or you may set up automatic monthly account payments.

Currently acceptable methods of payment are:

- Debit Card: Payments made by debit card will be subject to the terms and conditions established by the debit card issuer. If charges cannot be processed through your debit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, you will be responsible for any fees incurred and PayTomorrow will have no liability with respect thereto.
- ACH Transfer: You may pay your account balance by authorizing an Automated Clearing House (ACH) transaction from your bank account.

You may pay your account balance by writing a check payable to the order of: KRW Associates, LLC Please send all checks to: KRW Associates, LLC, 19600 W. Catawba Ave, Ste 301, Cornelius, NC 28031. If checks cannot be processed, or are returned for insufficient funds, you will be responsible for any fees incurred and PayTomorrow will have no liability with respect thereto.

4.4 Access to Your Account: You are responsible for maintaining the secrecy of the login credentials to your PayTomorrow account. You agree to establish reasonable security procedures and controls to limit access to your password or other identifying information to authorized individuals, which includes choosing passwords and other credentials in a manner that will protect the security of your information. Your credentials include your username and password to your PayTomorrow account and to any third-party account you have used to login to your PayTomorrow account. You are also responsible for maintaining the accuracy of the information in your PayTomorrow account.

4.5 Site and Application Content: The information on the PayTomorrow Site is for information purposes only. It is believed to be reliable, but PayTomorrow does not make any promises as to its completeness, timeliness or accuracy. The information and materials contained in the Site, and in this Agreement, are subject to change without notice.

Access to the Services may from time to time be unavailable, delayed, limited or slowed due to, among other things:

- servers, networks, hardware failure (including your own computer), telecommunication lines and connections, and other electronic and mechanical equipment;
- software failure, including among other things, bugs, errors, viruses, configuration problems, incompatibility of systems, utilities or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular documents or other content;
- overload of system capacities;

- damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown or natural disasters;
- interruption (whether partial or total) of power supplies or other utility of service; strike or other stoppage (whether partial or total) of labor;
- governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or
- any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of PayTomorrow.

4.6 Links to Other Websites: Links to non-PayTomorrow websites are provided solely as pointers to information on topics that may be useful to users of the Services, and PayTomorrow has no control over the content on such non-PayTomorrow websites. PayTomorrow makes no warranties concerning the content of such websites, including the accuracy, completeness, reliability of said websites, nor does PayTomorrow warrant that such website or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. If you choose to follow a link to a website not controlled by PayTomorrow, you must do so at your own risk. PayTomorrow does not guarantee the authenticity of documents on the Internet. Links to non-PayTomorrow websites do not imply any endorsement of or responsibility for the opinions, ideas, products, information or services offered at such sites, or any representation regarding the content at such websites.

4.7 Closing your Account: You may request to close your account at any time by contacting us at [info@PayTomorrow.com](mailto:info@PayTomorrow.com). Your request may take up to 30 business days to process. Upon account closure, we will cancel any pending transactions unless otherwise legally prohibited. If you owe any payment, PayTomorrow will not close your account until that payment has been made, but we may limit your ability to make additional transactions using your account. You may not close your account to evade an investigation. You will remain liable for all obligations related to your account even after the account is closed. PayTomorrow will retain your information in accordance with our Privacy Policy and any applicable state or federal law, rule or regulation.

4.8 Dormant Accounts: PayTomorrow may close your account if you do not log in to your account or use the Services for two or more years. PayTomorrow will retain your information in accordance with Section 4.7 above.

4.9 Feedback You Provide: If you submit comments, ideas, or feedback to us, you agree that we can use them without any restriction or compensation to you. If we accept your submission, we do not waive any rights to use similar or related ideas or feedback previously known to us, developed by our employees, or obtained from sources other than you.

## 5. How You May NOT Use Our Services

By using PayTomorrow lease or loans services, you agree that:

- You will not engage in any activities related to the Services that violate any applicable law, statute, regulation, or ordinance or breach this Agreement or any other agreement or policy you have with PayTomorrow;
- You will not provide false, inaccurate or misleading information;
- You will not provide information belonging to any person other than yourself or use an account that belongs to another person for yourself or on behalf of another person;
- You will not use the Services to purchase:
  - Illegal items or conduct any illegal activities or transactions;

- Ammunition, firearms, certain firearm parts or accessories, and certain weapons or knives regulated under applicable law;
- Narcotics, steroids, controlled substances, quasi-pharmaceuticals, or drug paraphernalia;
- Currency in any form, including virtual and digital currency;
- Stolen goods, including but not limited to, digital or virtual goods; or
- a good or service deemed unacceptable by PayTomorrow or its bank partner(s), in their sole discretion;
- You will not use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with the Services or to surreptitiously intercept or expropriate any system, data or personal information from the Services;
- You will not use the Services to make payment(s) on an existing PayTomorrow loan(s). Unless otherwise expressly permitted by PayTomorrow, you will not use the Services for the purpose of payment for an existing loan(s) from another institution;
- You will not use the Services to accomplish a cash advance, wire or money transfer;
- You will not commit unauthorized use of PayTomorrow's Site and systems including but not limited to unauthorized entry into PayTomorrow's systems, misuse of passwords, or misuse of any information posted to the Site; and
- You will not take any action that imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, "spam" or any other such unsolicited overload technique.

## 6. Operations

PayTomorrow operates and controls the Services from its offices in the United States. PayTomorrow makes no representation that the Services are appropriate or available in other locations. The information provided on the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject PayTomorrow to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services 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. Software from the Services may be subject to United States export controls. Thus, no software from the Services may be downloaded, exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, North Korea, Iran, Syria, or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods. These Terms are effective until terminated by either party. You may terminate these Terms by destroying all Service-related materials obtained from the Service, PayTomorrow or any other website or source and paying all amounts you owe (including any fees or expenses incurred or imposed by PayTomorrow) in full. The privileges granted to you under these Terms will terminate immediately and automatically without notice from PayTomorrow if, in our sole discretion, you fail to comply with any term or provision of these Terms. Neither the course of conduct between the parties nor trade practice will act to modify these Terms. You may not assign these Terms without PayTomorrow's prior written consent, but PayTomorrow may assign these Terms and its rights and obligations hereunder to any party at any time without any notice to you. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. Upon PayTomorrow's request, you will furnish PayTomorrow any documentation, substantiation or releases necessary to verify your compliance with these Terms. You

agree that these Terms will not be construed against PayTomorrow 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.

## **7. Enforceability and Governing Law**

The failure of PayTomorrow to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. These Terms constitute the entire agreement between you and PayTomorrow with regard to your use of the Services and any previous Terms that may exist between you and PayTomorrow is hereby superseded. These Terms cannot be changed or modified by you except as posted on the Services by PayTomorrow, and with the prior written consent of PayTomorrow. If any provision of this Agreement is held to be unenforceable, the unenforceable term or provision shall be replaced by an enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision and the remaining provisions shall be enforced. To the extent that anything in or associated with the Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. The laws of the State of North Carolina govern your access to, and use of, the Services and the terms of this Agreement.

## **8. Intellectual Property**

All content, design, graphics, compilation, magnetic translation, digital conversion and other matters to the Services are protected under applicable copyrights, trademarks and other proprietary rights (including but not limited to intellectual property rights) and owned by, or licensed to, PayTomorrow or one of its affiliates. The copying, redistribution, use or publication by you of any part of the Services, unless expressly permitted in this Agreement, is strictly prohibited. Use of the Services does not give you ownership of any intellectual property rights in any of the content, documents or other materials you access. The posting of information or materials on the Services does not constitute a waiver of any right in such information and materials.

## **9. Trademark**

"PayTomorrow" is the marketing name for certain financial services activities of PayTomorrow as operator of the Services. "PayTomorrow" is a trademark of PayTomorrow. Other featured words or symbols may be the trademarks of their respective owners.

## **10. Indemnification**

You agree to indemnify, defend and hold PayTomorrow and its Affiliates harmless from any liability, including reasonable attorneys' fees, related to your use of the Services or any violation of these Terms.

## **11. DISCLAIMER OF WARRANTY**

PAYTOMORROW AND ITS AFFILIATES MAKE NO COMMITMENTS OR WARRANTIES ABOUT (i) THE CONTENT, RELIABILITY, OR AVAILABILITY OF THE SERVICES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES OR (ii) THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT ON THE SITE OR SERVICES. PAYTOMORROW AND ITS AFFILIATES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY REGARDING NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PAYTOMORROW AND ITS AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO,

SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS OR THE SERVICES.

## **12. LIMITATION OF LIABILITY**

PAYTOMORROW AND ITS AFFILIATES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY PRODUCT AVAILABLE FROM OR THROUGH THE SITE OR THE USE OF THE SERVICES. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, PAYTOMORROW AND ITS AFFILIATES ARE NOT LIABLE FOR ANY COMPENSATORY, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE; NOR ARE PAYTOMORROW AND ITS AFFILIATES LIABLE FOR ANY THIRD PARTY CLAIMS OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. NONE OF THE SERVICES WOULD BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, YOU OBTAIN FROM US FROM OR THROUGH THE SITE OR SERVICES SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. NEITHER PAYTOMORROW NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR ANY FAILURE OR DELAY RESULTING FROM ANY CONDITION BEYOND THE REASONABLE CONTROL OF SUCH PARTY.

## **13. Statute of Limitations**

You and PayTomorrow both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services, Terms or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

## **14. No Third-Party Beneficiaries**

This Agreement is between you and PayTomorrow. No user has any rights to force PayTomorrow to enforce any rights it may have against you or any other user.

## **15. Government Use**

If you are a part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of any of our products or Services is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The Service and any related software is a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the Service by the Government shall be governed solely by these Terms.

## **16. Covered Borrowers under the Military Lending Act**

Notwithstanding any other provision of this Agreement, Sections 5.2, 5.3, 6.7, and 6.8, and the waiver of defenses provision of Section 6.1 shall not apply to a "covered borrower" under the Military Lending Act, as defined in 32 C.F.R. § 232.3(g). Furthermore, nothing in this Agreement shall be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act.

## 17. PayTomorrow E-Sign Consent Agreement

This E-Sign Consent constitutes your consent to receive disclosures and other information in electronic form. In connection with the Services, PayTomorrow and the lender of all loans, are required by law to provide you with certain disclosures. Without your consent, PayTomorrow is not permitted to provide those disclosures to you online. If you do not consent to this E-Sign Consent, you should not use the Services.

17.1 Consumer Consent: Before using the Services, you will be asked to consent to the Terms by clicking on the corresponding agreement boxes, and thereafter creating a personal PayTomorrow account. This action constitutes your electronic signature and manifests your consent and agreement to the following terms:

- PayTomorrow may provide disclosures required by law relating to the Services and any other information about your legal rights and duties and your account to you electronically.
- PayTomorrow may send any communications, billing statements, or required disclosures, such as initial and annual privacy notices (together, "Disclosures") to you electronically via our Site or to the email address or mobile telephone number that you have provided to us, either directly or indirectly via the merchant to whom PayTomorrow will send funds on your behalf.
- PayTomorrow may notify you via email when the Disclosures are available. The Disclosures will be available for at least 30 days and will be provided to you in a format that can either be printed or downloaded for your records. Whenever we send you an email or text message regarding the Disclosures, that email or text message will contain instructions regarding how to view the Disclosures.
- Your electronic signature on agreements and documents has the same effect as if you signed them in ink.
- This consent applies to any transaction undertaken through the Services in the past, to all future disclosures and communications on your account, to all future transactions in which you use the Services, at any time, to any transaction with us, and to other Disclosures that we provide to you by email.

17.2 Minimum Requirements: You understand that, in order to view and/or retain copies of the Disclosures, you may need a computer with an Internet connection (PCs should be running Windows 7 or higher and Internet Explorer 10 or higher, Chrome, or Firefox; Macs should be running OSX and Safari, Chrome, or Firefox); a mobile device (iOS 6.0 or higher devices running Safari or Chrome; Android 4.0 or higher devices running Android Browser or Chrome), a valid email address, a working mobile telephone number that can receive text messages, sufficient storage space to save Disclosures or the capability to print the Disclosures from the device on which you view them.

17.3 Withdrawing Consent: You are free to withdraw your consent at any time. If at any time you wish to withdraw your consent, you can send us your request by emailing [help@PayTomorrow.com](mailto:help@PayTomorrow.com) or writing to us at KRW Associates, LLC, 19600 W. Catawba Ave, Ste 301, Cornelius, NC 28031. If you decide to withdraw your consent, the legal effectiveness, validity and/or enforceability of prior electronic Disclosures will not be affected and PayTomorrow may close or limit access to your account. You agree to pay any amount owed to PayTomorrow even if you withdraw your consent and we close or limit access to your account.

17.4 Legal Effect: Your consent to this E-Sign Consent means that Disclosures PayTomorrow provides to you electronically shall have the same meaning and effect as if provided in paper form. A text message or email alerting you that Disclosures are available electronically, provided that the Disclosures are made available online shall have the same meaning and effect as if PayTomorrow had provided those Disclosures to you in paper form, regardless of whether you actually view those

Disclosures, unless you have withdrawn your consent pursuant to Section 3, above, prior to receiving such Disclosures.

17.5. Miscellaneous: You agree that PayTomorrow may modify or change the methods of disclosure described herein, and that PayTomorrow may send you Disclosures in paper form at its option. You can obtain a paper copy of an electronic Disclosure at no charge, provided that such request is made within a reasonable time after we first provided the electronic Disclosure to you. To request a paper copy of a Disclosure, email [help@PayTomorrow.com](mailto:help@PayTomorrow.com).

You also agree that PayTomorrow is not responsible for any delay or failure in your receipt of any text message or email notice that is not caused by PayTomorrow's failure to send such a notice to the phone number or email address you have provided for that purpose.

## **18. PayTomorrow SMS Terms and Conditions**

18.1 SMS Consent Communication: The information as phone numbers obtained as part of the SMS consent process will not be shared with third parties for marketing purposes.

SMS opt-in or phone numbers for the purpose of SMS are not being shared with any third party or affiliate company for marketing purposes.

18.2 Types of SMS Communications: If you have consented to receive text messages from PayTomorrow, you may receive messages related to the following:

- Account follow-up message: Please contact PayTomorrow at (866) 418-5857 regarding your account. Reply STOP to opt-out of SMS messaging.

18.3 Message Frequency: Message frequency may vary depending on the type of communication. For example, you may receive up to 5 SMS messages per week related to your account.

18.4 Potential Fees for SMS Messaging: Please note that standard message and data rates may apply, depending on your carrier's pricing plan. These fees may vary if the message is sent domestically or internationally.

18.5 Opt-In Method: You may opt-in to receive SMS messages from PayTomorrow in the following ways:

- Verbally, during a conversation
- By submitting an online form

18.6 Opt-Out Method: You can opt out of receiving SMS messages at any time. To do so, simply reply "STOP" to any SMS message you receive. Alternatively, you can contact us directly to request removal from our messaging list.