

Terms of User Agreement

Introduction

Welcome to D5Cash, operating under the consumer-facing product name Earnifi, a leading funding platform designed to enhance financial wellness within local communities and recipients. Earnifi is the consumer brand of the D5Cash financial wellness platform, offering users a seamless experience to drive better financial outcomes.

Services Description

Earnifi, powered by the D5Cash financial wellness platform, provides funding services, and connecting recipients.

Acceptance of Terms

These Terms of Use ("Terms") govern your access to and use of the D5Cash.com website and App.D5Cash.com Interface (collectively referred to as the "Services"), provided by D5Cash Inc ("we," "us," or "our"). Earnifi is the consumer-facing product name under which D5Cash operates. Accessing or using our Services means you enter into a binding agreement with us, including these Terms and our Privacy Policy.

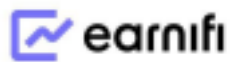
Representations and Warranties

You, the user, represent and warrant to D5Cash Inc that:

- a) Age and Eligibility: You are at least eighteen (18) years of age and possess the legal right, capacity, and ability to agree to these Terms and to use the Services in accordance with them.
- b) Registration and Use: You are eligible to register for and use the Services, and your performance under these Terms will not infringe upon the rights of any third party or violate any agreement to which you are a party.
- c) Accurate Information: Any information you provide in connection with the Services, including, without limitation, your business or personal name, accurately represents your identity under which you operate. You agree to maintain up-to-date and accurate information for compliance purposes, including payroll and bank information.
- d) Compliance with Laws: You and all transactions initiated by you will comply with all applicable federal, state, and local laws, rules, and regulations, including financial transaction regulations and anti-money laundering (AML) standards.
- e) Prohibition on Fraud: You will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner that interferes with the operation and integrity of the Services.
- f) Service Compliance: Your use of the Services will be in full compliance with these Terms and any additional rules or policies implemented by D5Cash Inc.

No Warranties

THE USE OF "D5CASH INC" IN THIS SECTION AND THE FOLLOWING ONES MEANS D5Cash Inc, along with its processors, suppliers, and licensors, and their respective subsidiaries, affiliates, agents, directors, and employees.



The Services provided by D5Cash Inc, including Earnifi, are offered on an "AS IS" and "AS AVAILABLE" basis, without representations or warranties of any kind, whether express, implied, or statutory. D5Cash Inc expressly disclaims all implied warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

D5Cash Inc does not make any representations or warranties regarding the reliability, accuracy, or correctness of the Services, or the availability, uninterrupted access, or security of the Services.

User Responsibilities

You are responsible for safeguarding the password you use to access our Services and for maintaining control over your account and wallet details. You agree to: - Provide true, accurate, and complete information in connection with your transactions and interactions on the platform.

- Promptly notify us of any unauthorized use of your account or any other breach of security.
- Comply with applicable laws, regulations, and our Terms of Service when using the platform.

Legal and Regulatory Compliance

Users are required to comply with all applicable laws, regulations, and guidelines related to financial transactions, including KYC standards. Fraudulent activities, illegal financing, or operations that violate regulatory requirements are strictly prohibited. Failure to comply may result in suspension or termination of services.

Third-Party Integrations

Earnifi integrates with third-party services to enhance the user experience and ensure seamless financial operations:

- Plaid: Used for verifying bank account information and ensuring secure connections to your payroll and financial institutions.

These third-party services are governed by their respective terms and conditions, and you agree to comply with their terms when interacting with these services through Earnifi.

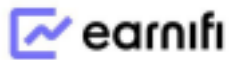
Financial Transactions and Fees

Access to D5Cash Inc's Services is available on a paid basis. By engaging in transactions through Earnifi, you authorize automatic deductions from your payroll-linked bank account according to the agreed funding terms. A service fee and other costs may be applied to cover operational costs.

All funding for user cash outs facilitated through Earnifi will be directly provided by D5Cash Inc. This funding is sourced exclusively through Venture Capital backing, ensuring a reliable and transparent financial foundation for all user transactions.

Funding and Repayment Terms

By initiating or accepting a funding request on Earnifi, you consent to D5Cash Inc processing transactions from your payroll-linked bank account according to the agreed funding schedule and amounts. D5Cash Inc acts solely as a platform, not as a creditor.



To obtain Cash Outs and utilize the other Cash Out Services, you must have a checking account at a bank located within the United States and you must link that bank account to your Earnifi profile. To repay Cash Out Services, you must authorize debits from your Bank Account or another eligible bank account. Your bank account(s) are subject to the terms of the applicable deposit account agreement(s) you enter into with each bank.

You do not have an obligation to repay any of the Cash Out Services, and Earnifi will have no legal or contractual claim or remedy against you based on your failure to repay any of the Cash Out Services. However, if you do not repay a Cash Out Service or Earnifi is unable to complete a repayment to Earnifi that you authorized, you will be prevented from using the Cash Out Services until you pay any outstanding authorized payment to Earnifi.

Earnifi warrants that it will not (i) engage in any debt collection activities if Cash Out Services are not repaid on the scheduled date, (ii) place the amount of the outstanding Cash Out Services as a debt with, or sell it to, a third party, or (iii) provide any reporting to a consumer reporting agency concerning the amount of the Cash Out Services.

Refund and Cancellation Policy

Refunds

a. Non-Refundable Fees:

All service fees related to fund distributions, and platform usage are non-refundable. Once a transaction is processed on Earnifi, it cannot be reversed or refunded, except in cases where technical errors or platform malfunctions have occurred, as determined by D5Cash Inc.

b. Service Fee Refunds:

In rare cases where technical issues or unauthorized transactions occur, D5Cash Inc may issue a refund for platform service fees. To qualify for a refund:

- The issue must be reported within 30 days of the transaction.
- Users must provide all requested information and documentation to support their claim.
- D5Cash Inc reserves the right to investigate and determine if a refund is warranted.

Cancellations

a. Account Cancellation by User:

Users may cancel their account at any time by deactivating their Earnifi account.

However: - Any ongoing or pending transactions will still be processed as scheduled. -

Cancellation of the account does not absolve users of any outstanding obligations, including scheduled repayments.

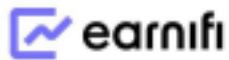
- Upon cancellation, users will lose access to the platform and any unused services or rewards.

b. Platform Service Cancellation:

D5Cash Inc reserves the right to cancel or suspend a user's account or access to the platform

in cases of:

- Breach of these Terms of Use or other policies.
- Suspected fraud, illegal activity, or violation of laws.



- Misuse of the platform, including unethical behavior towards other members. Users will be notified of service cancellation or suspension, or fund distributions may be halted at the platform's discretion.

Reversals and Disputes

a. Transaction Reversals:

Earnifi does not allow reversals of completed transactions except in cases of platform error or fraud, as determined by D5Cash Inc. If a reversal is requested, users must provide sufficient proof and documentation, and D5Cash Inc will review the case.

b. Dispute Resolution:

Any disputes arising from transactions, refunds, or cancellations must be submitted to D5Cash Inc within 30 days of the occurrence. D5Cash Inc reserves the right to investigate and resolve disputes based on available evidence and the platform's transaction records.

Data Security

D5Cash Inc implements industry-standard technical and organizational measures to secure personal information. However, complete security cannot be guaranteed, and users provide their information at their own risk.

Taxes and Duties

You are responsible for all taxes and duties associated with the use of the Services and transactions involving payments.

Indemnification

Users agree to indemnify D5Cash Inc and its affiliates from any claims or damages resulting from violations of these Terms.

Modifications and Termination

D5Cash Inc reserves the right to modify or terminate these Terms at its discretion. Users will be notified of significant changes. Termination of the agreement may result in deletion of your data from our servers.

Last Updated: Dec 5, 2024

For any questions or concerns related to our AML policy, please contact our compliance team at compliance@earnifi.com