

Perch Credit Inc
TERMS OF USE

Last Modified: November 30, 2020

Welcome to Perch Credit's website (the "Company Site"), owned and operated by Perch Credit, Inc. ("Company," "we," or "us"). These Terms of Use (these "Terms") explain the terms by which you may use the Company Site, the Company mobile application (the "App"), and our services and software provided on or in connection with the Company Site or the App (collectively, the "Service"). By accessing or using the Service, or clicking a button or checking a box marked "I Agree" or something similar, you signify that you have read, understood, and agree to be bound by these Terms, to the collection and use of your information as set forth in the Company [Privacy Policy](#), which is hereby incorporated by reference. These Terms apply to all visitors, Users, and others who register for or otherwise access the Service ("Users").

Certain services may be subject to additional terms and conditions specified by us from time to time, and your use of such services is subject to those additional terms and conditions, which are hereby incorporated into these Terms by reference.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Use of Our Service

1.1 **Eligibility.** This is a contract between you and Company. You must read and agree to these Terms before using the Service. If you do not agree, you may not use the Service. You may use the Service only if you can form a binding contract with Company, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. Any use or access to the Service by anyone under eighteen (18) (or the age of majority) is strictly prohibited and in violation of these Terms. You must be a resident of the United States with a United States mailing address. The Service is not available to any Users previously removed from the Service by the Company.

1.2 **Dwolla Services.** We have partnered with Dwolla, Inc. ("Dwolla") to support the payment and account functionality of the Service. Dwolla, through its software platform, facilitates certain financial transactions between your linked accounts and designated accounts as part of the Dwolla Services. Prior to using certain features of the Service, you must agree to Dwolla's [Terms of Service](#), which govern the Dwolla services (the "Dwolla Services"), and Dwolla's [Privacy Policy](#) (collectively, the "Dwolla Terms of Service"), and open a Dwolla account provided by Dwolla (the "Dwolla Account"), which is subject to the Dwolla Terms of Service. All fund transfers are conducted by Dwolla's partnering financial institution partners. Company has no responsibility to perform the Dwolla Services or funds transfers, and Company does not receive, hold, or transmit funds. You should refer to the [Dwolla Terms of Service](#) for additional information. You understand that you will access and manage your Dwolla Account through the Service, and any notifications related to your Dwolla Account will be through the Service. You understand that you will access the Dwolla Account using the Service and not directly through Dwolla. You authorize Company to collect and share with Dwolla your personal information, including full name, date of birth, social security number, physical address, email address, and financial information, and you are responsible for the accuracy and completeness of that data. Company will provide customer support for

your Dwolla Account, and can be reached through the App, by email at support@getperch.app or by phone at 888-441-3883.

1.3 Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely-revocable license to use the Service for your personal, non-commercial use only and as permitted by the features of the Service. Company reserves all rights not expressly granted herein in the Service and the Company Content (as defined below). Company may terminate this license at any time for any reason or no reason.

1.4 Changes to the Service. We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

2. Company Service and App

2.1 Access to Financial Products and Credit Reporting. The Company Service includes the following key features: (a) access to certain offers for financial products and services by third-party financial institutions; and (b) reporting of data provided by you or third parties to credit reporting agencies. The Company may report User Content (as defined below) by you or a third party to a credit reporting agency, which may assist in establishing a credit history and/or a credit score for the individual for whom the User Content relates. In order to use certain aspects of the Services, you will need to provide Company with certain information required by Company, including personal information (name, email address, password, phone number, date of birth, social security number, and address) about the individual for whom the User Content relates, information relating to the reporter of User Content and rental or bill payment information (amount due and payment dates) and any information necessary for Company to verify and validate the information.

2.2 We may make available software to access the Service via the App. To use the App, you must have a mobile device that is compatible with the App. Company does not warrant that the App will be compatible with your mobile device. You may use mobile data in connection with the App and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Company hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for one Company account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile, or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage, or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that Company may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be

incorporated in the App is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and Company or its third-party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in these Terms, is void. Company reserves all rights not expressly granted under these Terms. If the App is being acquired on behalf of the United States Government, then the following provision applies: The App will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display, or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms and is prohibited except to the extent expressly permitted by these Terms of Service. The App originates in the United States and is subject to United States export laws and regulations. The App may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the App may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the App and the Service.

2.3 **User Accounts.** Your account on the Service (your “User Account”) gives you access to the Service and functionality that we may establish and maintain from time to time and at our sole discretion. We may maintain different types of accounts for different types of Users. If you open a Company account on behalf of a company, organization, or other entity, then (a) “you” includes you and that entity, and (b) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf. You may never use another User’s account without permission. When creating your account, you must provide accurate and complete information required by Company, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your User Account. You must notify the Company immediately of any breach of security or unauthorized use of your User Account. Company will not be liable for any losses caused by any unauthorized use of your User Account. You will not activate multiple User Accounts without Company’s prior consent. By providing Company your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers. You may control your User profile and how you interact with the Service by changing the settings in the App.

3. User Information, Reporting, and Credit Report Authorization

We may permit you to submit personal or financial information related to you or your customers/tenants in order for the Company to provide to third parties, including credit reporting agencies, and to use for its purposes (“User Content”). By submitting to Company User Content, you grant to Company and its affiliates a perpetual, irrevocable, royalty-free, worldwide, sublicensable, and transferable license to copy, publish, translate, modify, reformat, create derivative works from, distribute, reproduce, sell, display, transmit, publish, broadcast, host, archive, store, cache, use, or otherwise exploit

all or any portion of the User Content, in any commercial or non-commercial manner whatsoever, for any purposes that complies with applicable law with or without attribution and without further notice to you.

YOU UNDERSTAND THAT WE HAVE TOLD OR MAY TELL A CREDIT BUREAU ABOUT A LATE PAYMENT, MISSED PAYMENT, OR OTHER DEFAULT ON YOUR ACCOUNT REPORTED TO US OR IN CONNECTION WITH USER CONTENT. THIS INFORMATION OR USER CONTENT MAY BE REFLECTED IN YOUR CREDIT REPORT.

Neither you, nor any other person or entity, will have the right to (i) receive any royalty or consideration of any kind for the use of the User Content pursuant to these Terms or (ii) inspect or approve the editorial copy or other material that may be used in connection with the User Content. By submitting User Content to Company, you represent and warrant that (i) you own or control any and all rights in and to the User Content, and the right to grant all of the rights and licenses in these Terms, and if you are not the holder of such rights, the holder of such rights has completely and effectively waived all such rights and irrevocably granted you the right to grant the licenses stated above without the need for payment to you or any other person or entity; (ii) you have obtained permission from any individuals that the User Content relate to in order for Company to use, and grant others the right to use, User Content in accordance with the Terms without the need for payment to you or any other person or entity; and (iii) the User Content does not (a) contain false or misleading information, (b) infringe on the intellectual property, privacy, publicity, statutory, contractual, or other rights of any third party, (c) contain any libelous, defamatory, obscene, offensive, threatening, or otherwise harassing or hateful content, or (d) contain computer viruses, worms, or other harmful files. Upon request by Company, you will furnish Company any documentation, substantiation, or releases necessary to verify your compliance with these Terms. You are solely responsible for the User Content and you hereby agree to indemnify and hold Company and its employees, agents, affiliates, assigns, and licensees harmless from any and all damages, claims, expenses, costs, or fees arising from or in connection with a breach of any of the foregoing representations or your violation of any law or rights of a third party.

If you are submitting User Content, you agree, represent, and warrant that you are submitting User Content in compliance with the federal Fair Credit Reporting Act ("FCRA"), and you will ensure compliance with FCRA. You agree to defend, indemnify, and hold harmless Company for any losses related to your failure to comply with FCRA or submission of User Content. You understand that we may contact third parties, including landlords, financial service providers, wireless carriers or retailers related to the User Content submitted, including to verify such User Content.

Company is not liable for any actions or omissions of any party submitting User Content or providing information or validation in connection with User Content, including actions and omissions of the landlord, financial service provider, wireless carrier, and any retailer. You authorize your landlord, wireless operator, and any other third party providing services to you to disclose to Company and its affiliates personal and financial information about you, including your name, number, email address, rent payment, billing and payment information, and account status (such information to be considered User Content). You further authorize the Company to disclose or report any User Content or any other information collected in connection with the Services to credit reporting agencies and other third parties. Any late payments, missed payments or other defaults on accounts, including rental or wireless carrier accounts, reported to us may be reflected in your credit report. Once payments have been reported by the Company to a credit reporting agency, the reporting of those payments cannot be modified, amended or canceled, unless otherwise permitted by law, and the cessation of the reporting of any payments to a

credit reporting agency may negatively impact your credit history. Company shall not be liable for any claims, charges, demands, damages, or adverse impacts on your credit score or credit history if you cease using the Service or the Service is no longer available to you, whether or not the Company is at fault. Notwithstanding the above, any party may dispute any entry on a credit report provided by Company to a credit reporting agency pursuant to the FCRA. If a Company determines that any User Content is inaccurate, it may request that you update the User Content or may update the User Content Without liability to you or consent from you, subject to applicable law. At Company's sole discretion, any User Content may be included in the Service in whole or in part in modified form without liability to you. In addition, Company shall have the right (but not the obligation) in its sole discretion to refuse or remove any User Content that is available or submitted via the Service that violates these Terms.

Notwithstanding anything here, the Company is not responsible for detecting/correcting any errors and you acknowledge that the accuracy and completeness of User Content you submit to Company is your sole responsibility. Under no circumstances will the Company be liable in any way for any User Content submitted by you. Company is an independent company not related to any credit reporting agency, and the Company is not responsible for how many credit reporting agencies may manage or use the information provided to them. You hereby agree to hold Company harmless against any such claims (all subject to the FCRA). Please consult the credit reporting agency for the terms and conditions of how they collect, store, manage, use, modify, disseminate, and distribute such information. Once the User Content is transmitted from Company to the credit reporting agency, that credit reporting agency will obtain an ownership interest in that User Content.

You also authorize Company and its affiliates to obtain from third parties, public bodies, or credit reporting agencies any information required to verify your identity or any information or User Content reported to Company or provide the Service to you. This may include verification of any reported payments or agreements between you and a third party (e.g., landlord, wireless carrier, etc.). Company may also require you to verify contact information and any financial accounts related to or accessed using the Service. If the Company is unable to verify your information, it may deny Service to you.

4. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Company servers than a human can reasonably produce in the same period of time by using a conventional online web browser (except that Company grants the operators of public search engines revocable permission to use spiders to copy publicly-available materials from the Company Site for the sole purpose of and solely to the extent necessary for creating publicly-available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally-identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your

identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or (xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein. We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

5. Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including without limitation software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “Company Content”), and all intellectual property rights related thereto, are the exclusive property of Company and its licensors. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Company Content. Use of the Company Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that our disclosure is gratuitous, unsolicited, and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Company does not waive any rights to use similar or related Ideas previously known to Company, developed by its employees, or obtained from sources other than you.

6. Privacy

We care about the privacy of our Users. You understand that by using the Service you consent to the collection, use, and disclosure of your personally-identifiable information, User Content, and aggregate data, as further set forth in our Privacy Policy, and to have your personally-identifiable information collected, used, transferred to, and processed in the United States. Please find our Privacy Policy [here](#).

7. Security

Company cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. Additional Representations and Warranties

You represent and warrant that you will (a) not engage in any fraud, intentional or negligent misrepresentation, or any unlawful act relating to the use of the Service or otherwise provide false, inaccurate, or misleading information or otherwise participate in a fraudulent transaction, including without limitation providing User Content that is false, inaccurate, or misleading or that you have not been authorized to provide or use; (b) fully cooperate in any investigation or provide confirmation of your identity or any information you provide to Company; (c) not infringe Company's or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights or other right of any party; (d) not obtain or attempt to obtain any information from the Service of any other Users; (e) not violate any law, statute, ordinance, regulation, or treaty in connection with your access to use of the Service; or (f) not breach these Terms or any other agreement with Company. You agree to notify Company immediately in writing at any time that you discover that any of the representations or warranties contained in these Terms are not true and correct in all respects and/or if you receive notice or any communication from any third party that claims directly or by implication that any of these representations or warranties contained in these Terms are not true and correct in all respects.

9. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by Company. Company does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and Company's Privacy Policy do not apply to your use of such sites. You expressly relieve Company from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Service and any other terms (such as warranties) are solely between you and such advertisers. You agree that Company shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

10. Indemnity

You agree to defend, indemnify and hold harmless Company and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above or failure to perform as required herein; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule, or regulation; (v) User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your negligent actions or willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password, or other appropriate security code.

11. No Warranty

The Service is provided on an “as is” and “as available” basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Company or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, Company, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable, or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Service. Company does not endorse, represent, or guarantee the completeness, accuracy, reliability, or usefulness of any User Content. User Content is entirely the responsibility of the person from whom such information originated or who submits such information. You are responsible for the information you choose to submit using the Services. Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and Company will not be a party to or in any way monitor any transaction between you and third party.

Federal law, some states, provinces, and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement will not apply to the extent prohibited by applicable law.

12. Limitation of Liability

To The maximum extent permitted by applicable law, in no event shall Company, its affiliates, agents, directors, employees, suppliers, or licensors be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or relating to the use of, or inability to use, this Service. Under no circumstances will Company be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Service or your account, User Content, or the information contained therein.

To the maximum extent permitted by applicable law, Company assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content or User Content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our Service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information or User Content stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third party. In no event shall Company, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any

claims, proceedings, liabilities, obligations, damages, losses, or costs in an amount exceeding the amount you paid to Company hereunder or \$100.00, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the Company has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

13. Service Location

The Service is controlled and operated from facilities in the United States and is only intended for use in the United States. Company makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

14. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

14.1 Governing Law. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). You agree to submit to the personal jurisdiction of the federal and state courts located in Los Angeles, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Los Angeles, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

14.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY. For any dispute with the Company, you agree to first contact us at support@getperch.app and attempt to resolve the dispute with us informally. In the unlikely event that Company has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as

provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Los Angeles, California, unless you and Company agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorneys' fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Company from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights, or other proprietary rights.

14.3 Class Action/Jury Trial Waiver. With respect to all persons and entities, regardless of whether they have obtained or used the Service for personal, commercial, or other purposes, all claims must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding. This waiver applies to class arbitration, and, unless we agree otherwise, the arbitrator may not consolidate more than one person's claims. You Agree that, by entering into these Terms, you and Company are each waiving the right to a trial by jury or to participate in a class action, collective action, private attorney general action, or other representative proceeding of any kind.

15. Additional App Store Terms

15.1 App from Apple App Store. The following applies to any Mobile Applications you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that this Agreement is solely between you and Company, not Apple, Inc. ("Apple"), and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to Company as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to Company as provider of the software. You acknowledge that, in the

event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Company, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and Company acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

15.2 App from Google Play Store. The following applies to any Mobile Applications you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that the Agreement is between you and Company only, and not with Google, Inc. ("Google"); (ii) your use of Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Company, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or the Agreement; and (vi) you acknowledge and agree that Google is a third-party beneficiary to the Agreement as it relates to Company's Google-Sourced Software.

16. Termination

In addition to any other termination rights set forth herein, you agree that Company, in its sole discretion and for any or no reason, may terminate these Terms, at any time and without prior notice. You further agree that the Company shall not be liable to you for any such termination. Upon termination of the Terms, all rights granted to you will automatically terminate and immediately revert to Company and its licensors. Company may terminate your User Account, permanently or temporarily terminate or suspend your access to the Service, delete any content or information that you have submitted via the Service, remove you from the Service without notice and liability to you or any third party for any reason, including if, in our sole determination, you violate any provision of these Terms, or for no reason. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination or suspension of your use of the Service. If you desire to terminate these Terms, you may do so by uninstalling the App, deactivating your User Account and providing us with at least thirty (30) days' prior notice. Upon Termination for any reason or no reason, you continue to be bound by these Terms.

17. General

17.1 Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction. Any attempted transfer or assignment in violation thereof shall be null and void.

17.2 Notification Procedures and Changes to these Terms. Company may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Company in our sole discretion. Company reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Company is not responsible for any automatic filtering you or

your network provider may apply to email notifications we send to the email address you provide us. Company may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the “last modified” date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these Terms or any future Terms of Service, do not use or access (or continue to access) the Service.

17.3 **Entire Agreement/Severability.** This Agreement, together with any amendments and any additional agreements you may enter into with Company in connection with the Service, shall constitute the entire agreement between you and Company concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

17.4 **Force Majeure.** In no event will Company have liability or be deemed in breach thereof for any failure or delay of performance of any duration resulting in whole or in part from any governmental action, fire, flood, insurrection, war, earthquake, pandemic or epidemic, power failure, network failure, riot, explosion, embargo, strikes, terrorist act, labor, or material shortage, transportation interruption of any kind, or work slowdown or any other condition not reasonably within Company’s control. Your payment obligation will not be excused or reduced upon the occurrence of any such event.

17.5 **No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Company’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

17.6 **Survival.** Provisions of these Terms that, by their nature, should survive termination of these Terms shall survive termination.

17.7 **Headings.** The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

17.8 **Notice.** Company may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Service. If notice is by email or mail, it will be provided to the email or regular mailing address provided by you or that Company has on record, and it is your responsibility to update such information for any changes. Notice to you will be deemed given twenty-four (24) hours after an email is sent and if through postal mail, thirty-six (36) hours after the date of mailing. You may provide the Company with notices only by mail or email to its address as provided below: Perch Credit, Inc. 1001 Wilshire Blvd., Los Angeles, CA, 90017 or support@getperch.app. Please contact us at support@getperch.app with any questions regarding these Terms.

18. Electronic Communications

18.1 By consenting to these Terms, you will, from time to time, receive disclosures, notices, documents, and information (“Communications”) from the Company and you agree to transact with us electronically. Company can only give you the benefits of the Service by conducting business through the internet, and therefore we need you to consent to our giving you Communications electronically and doing

business with you electronically. This section informs you of your rights when receiving Communications from us Electronically and when transacting with us electronically. We may, in our sole discretion, discontinue electronic provision of disclosures or services at any time. Your consent to these Terms means that Communications Company provided or provides to you electronically shall have the same meaning and effect as if provided in paper form, regardless of whether you actually view those Communications, unless you have withdrawn your consent, as stated below.

18.2 Scope of Consent. You are agreeing and consenting to provide you all Communications in electronic form, meaning email, phone call, through the app, or SMS, and to doing business and transacting with us electronically. This means that we will not provide paper Communications to you unless and until you withdraw your consent, as provided below. Your consent to receive Communications and transact business electronically, and our agreement to do so, applies to any transactions to which such Communications relate. Your consent will remain in effect for so long as you are a User of the Service and, if you are no longer a User, will continue until such a time as all Communications relevant to transactions that occurred while you were a User have been made.

18.3 Minimum Requirements. You understand that, in order to view and/or retain copies of the Communications, 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), valid email address, a working mobile telephone number that can receive text messages, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

18.4 Withdrawing Consent. You may withdraw your consent to receive Communications electronically or do business electronically by contacting us at support@getperch.app or writing us at Perch Credit, Inc., 1001 Wilshire Blvd., Los Angeles, CA, 90017. If you withdraw your consent, we reserve the right to limit or close your User Account or terminate the Service provided to you. Any Communications will be provided to you electronically as set forth in these Terms, including through the Service or via email. If you require paper copies of such Communications, you may sign into your User Account using the Service and printing the documents desired, or you may write to us at the mailing address provided below, and a paper copy will be sent to you at a cost of up to \$5.00 per document requested.

18.5 Updating Records. Please keep us informed of any changes in your email, phone number, and mailing address so that you continue to receive all Communications without interruption. To change this information, use our mobile application or email us at support@getperch.app or write us at Perch Credit, Inc., 1001 Wilshire Blvd., Los Angeles, CA, 90017.