# Edge Finance Inc. Terms of Service

Concerning your use of the websites, mobile application (the "Application"), and/or technology platform (collectively, the "Services") offered, operated, or made available by Edge Finance Inc., you ("you" or "your") and Edge Finance Inc., its subsidiaries, and affiliates (collectively, "Edge Finance Inc.," "we," "us," and/or "our") agree to the following terms and conditions. Please take the time to carefully review the Edge Finance Inc. user agreement ("Agreement"). This Agreement is effective the moment you first access, use, interact with, or register for any Edge Finance Inc. service, and it controls your use of all Edge Finance Inc. services. Different parts of the Services may be subject to different terms, conditions, and agreements with Edge Finance Inc. or with third parties, such as financial institutions. This User Agreement contains, among other things, a binding arbitration provision and a waiver of CLASS ACTIONS.

### Acceptance of Agreement

By accessing and/or using the Services, you confirm that you have read, understood, and consent to be bound by the terms and conditions set out in this Agreement. If you disagree with these terms and conditions, you are not permitted to access or use the Services.

#### **Privacy Policy**

Please read the Edge Finance Inc. Privacy Statement carefully to learn how we collect, use, and share your personal information. By accessing or using the Services, you consent to the privacy practices of Edge Finance Inc.

#### Use of Edge Finance Inc. Services

The Edge Finance Inc. services, the use and enjoyment of the services by others, or (iii) any third-party services or products, including, without limitation, any device through which you access the Application (the "Authorized Device"), may not in any way be compromised by your use of the Services. You accept that the downloading, installation, and/or use of the Application is subject to all relevant laws and regulations, including, but not limited to, any usage guidelines specified in the online application store's terms of service.

### Updates to Application

Edge Finance Inc. periodically checks the version of the Application installed on an authorized device and, if necessary, sends application updates ("Updates"). Updates may

include plug-in enhancements and bug fixes for new versions of the Edge Finance Inc. program. By configuring the Application, you grant permission for Updates to be automatically downloaded and installed. You agree to manually download and install Updates if necessary. This Agreement regulates your use of the Application and Updates (as amended by any terms and conditions that may be provided with Updates). Edge Finance Inc. reserves the right to revoke the operation of the Application at any time, without prior notice and without liability to you.

#### **Banking Services**

Lineage Bank, Member FDIC, offers banking services related to our services. Your transactions will be processed through an FBO account held with Lineage Bank for the benefit of our customers or users. We will provide you with a monthly statement that summarizes your transactions. The Federal Account Insurance Corporation (FDIC) covers Lineage Bank deposit amounts up to the regulatory maximum (currently \$250,000 per legal ownership category).

### Eligibility

To use the Services, you must be at least eighteen (18) years of age. By accepting this Agreement, you represent and warrant to us that: I you are at least eighteen (18) years of age; (ii) you have never been suspended, removed, or deactivated from the Services; (iii) you are a legal resident of the United States; and (iv) your registration and use of the Services complies with all applicable laws and regulations.

### Accounts

Create an account. To use the Services, you must register for an account (an "Account") with Edge Finance Inc. You certify that any information provided to Edge Finance Inc. during registration and at all other times will be truthful, accurate, current, and comprehensive. You also agree to always maintain the accuracy and currency of this information. Per our request, you must also create a password for your Account. You agree to maintain the confidentiality of your password and to accept full responsibility for any acts taken using your Account, whether or not you authorized them. Any unauthorized use of your password or Account should be reported immediately. If you do not follow these regulations, we will not be liable for any losses or damages that arise.

You authorize Edge Finance Inc. to conduct whatever enquiries we believe necessary to verify your identity and/or validate your identity and Account information, whether directly or through third parties. This may involve comparing your information against third-party databases or other sources, requesting additional information and/or identification documentation from you, or requesting that you take particular steps to demonstrate that you are the rightful owner of your email address, wireless or mobile number, or financial instruments.

User account restrictions; just one Edge Finance Inc. account per person is permitted.

### Emails

Accepting this Agreement constitutes your consent to receive email from us. Through your device's settings, it is possible to opt out of receiving emails. Please be aware that opting out of receiving emails may have an impact on your ability to utilize the Services.

# Third-Party Websites

Links to other websites, including our own, can be found on the Services. We have no influence over the linked sites and disclaim any responsibility for their content. We provide these links as a convenience; they in no way indicate our endorsement, support, or affiliation with the linked site. Before engaging in any transaction with any of these third-party services or websites, you should undertake any necessary or appropriate investigation.

### User Content

The content you offer, upload, post, or convey to Edge Finance Inc. via the Services is not Edge Finance Inc.'s property. You understand and agree that all information provided to, uploaded to, submitted to, or otherwise conveyed through the Services is the sole responsibility of the sender, not Edge Finance Inc. When you submit content to Edge Finance Inc. or through the Services, you grant Edge Finance Inc. (and companies with whom we collaborate) a non-exclusive, irrevocable, royalty-free, transferable license to use your content along with any related intellectual property and publicity rights in any way and for any purpose, including enhancing the Services and developing new products and services. Edge Finance Inc. will not compensate you for any of your efforts. By using your work, you agree that Edge Finance Inc. will not breach any intellectual property or publicity rights to the content you provide. You also agree to waive any moral rights you may have and to refrain from asserting such rights against Edge Finance Inc.

### Modification of Agreement

Edge Finance Inc. retains the right, at any time and without prior notice, to change, add to, restrict, stop, discontinue, or cease all of the Services. Unless Edge Finance Inc. specifically states otherwise, this Agreement shall apply to all updates and additions to the Services. Edge Finance Inc. has the right to occasionally change the Agreement. Please review this Agreement frequently for updates. You are deemed to have accepted the changes if you continue to use the Services after they go into effect. Suppose we make a material change to this Agreement that materially affects your rights or obligations. In that case, we will try to notify you of the change by sending you an email to the address we have on file for you, showing you a pop-up window or other notification through the Services when you log in. We may require that you accept the modified Agreement in order to continue using the Services. Immaterial changes take effect immediately after publication, while material changes take effect thirty (30) days after publication, whichever comes first: (a) continuing use of the Services after knowing of the modification; or (b) actual knowledge of the adjustment. For the avoidance of doubt, disagreements occurring under this Agreement will be settled in accordance with the Agreement that was in force at the time the disagreement originated. The "LAST UPDATED" legend located at the top of the then-current version of this Agreement will tell you when it was last modified.

### Term

This Agreement is in force from the time you accept it, when you first download, install, access, or use the Services, until it is terminated as set out in this Agreement.

#### Termination

Dissolution of Edge Finance Inc. Edge Finance Inc. may immediately terminate or suspend your use of the Edge Finance Inc. Services and remove any content from the Services or our systems, subject to any regulatory retention requirements, if you break this Agreement. We reserve the right to terminate, restrict, or suspend your use of the Edge Finance Inc. Services at any time, for any reason, or for no reason at all, including: I when we determine in our sole discretion that such action is necessary to comply with legal requirements or to protect the rights or interests of Edge Finance Inc. or any third party; or (ii) in connection with any general discontinuation of the Services. In addition, we have the right to alter the Services without prior notice. Any modification to the Services, as well as any suspension or termination of your access to or use of the Services, shall be made without liability.Edge Finance Inc.'s termination. If you violate this Agreement, Edge Finance Inc. may immediately terminate or suspend your use of the Edge Finance Inc. Services and remove any material from the Services or our systems, subject to any

regulatory obligations regarding data retention. We reserve the right to terminate, restrict, or suspend your use of the Edge Finance Inc. Services at any time, for any reason, or for no reason at all, including: I when we determine in our sole discretion that such action is necessary to comply with legal requirements or to protect the rights or interests of Edge Finance Inc. or any third party; or (ii) in connection with any general discontinuation of the Services. In addition, we have the right to alter the Services without prior notice. Any modification to the Services, as well as any suspension or termination of your access to or use of the Services, shall be made without liability. Any misuse and or excessive use of the Edge card or Edge virtual card, as determined by Edge Finance Inc. in its sole discretion, may result in the suspension, restriction, or closure of your account with Edge Finance Inc. Such actions taken by Edge Finance Inc. are subject to the terms and conditions of this Agreement and any other applicable agreements or policies established by Edge Finance Inc.

### Intellectual Property Rights

Unless otherwise specified, the website is our exclusive property, and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws. The Site provides the Content and Marks "AS IS" for your information and personal use only. No portion of the Site and no Content or Marks may be duplicated, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, communicated, licensed, or otherwise exploited for any commercial purpose, unless expressly permitted in these Terms of Service.

COMPLETE DISCLAIMER OF CONSEQUENTIAL DAMAGES Edge Finance Inc. and its affiliates shall not be liable to customers for indirect, incidental, punitive, special, or consequential damages, lost profits or savings, lost opportunities, professional fees or expenses, business interruption, lost revenues or sales, damage to products or equipment or to facilities, costs of substitute goods or services, rework fees, or repair-related expenses.

You agree to indemnify, defend, and hold harmless Edge Finance Inc. and our respective past, present, and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors, and assigns (collectively, the "Edge Finance Inc. Parties"), to the fullest extent permitted by applicable law, from and against any and all actual, threatened, or pending claims, actions, suits, proceedings, You further agree that Edge Finance Inc. Parties will handle the defense and settlement of any third-party Claims. This indemnity is

in addition to any other indemnities outlined in a formal contract between you and Edge Finance Inc.

# Limitation of Liability

To the maximum extent permitted by law, neither the indemnified parties nor any other party involved in developing, producing, operating, or delivering the services shall be liable for any incidental, special, consequential, or punitive damages, whether based on a warranty, contract, tort (including negligence), statute, or other legal theory, whether or not the indemnified parties have been informed of the possibility of such damages, where such damages result from( You clearly acknowledge that the insured parties are not liable for any defamatory, offensive, or illegal behavior on the part of other users or third parties, and that the risk of injury from the aforementioned is completely your responsibility. In addition, the indemnified parties are not liable for any third-party content posted to, downloaded from, or made available over the Service to you or any third party.

# Schedule of Fees

You have the option to purchase Edge Finance Inc.'s paid plan. Your account with Edge Finance Inc. will be used to pay the subscription charge. If there are insufficient funds in your Edge Finance Inc. account to cover your subscription, the associated funding source will be used instead.

### Survival

The continuing terms of this Agreement, including indemnification and hold harmless duties, disclaimers, and liability limitations, shall survive any termination of this Agreement or the Services.

## **Contact Information**

Email us at Support@edgefi.app if you have any questions about Edge Finance Inc., the Services, or this Agreement.