

User Agreement

Last Revised:

- November 19, 2023

The following terms of service are terms of a legal agreement (the “Agreement”) between you (“you”, “your”, or “user”) and ZkrillaFinance, Inc., its subsidiaries, affiliates, agents and assigns (“ZkrillaFi”, “we”, “us”, or “our”) which sets forth the terms and conditions (“Terms”) for your use of ZkrillaFi’s Application (“ZkrillaFi App”) and ZkrillaFi’s website, Zkrillafi.com, as well as the products and services offered, operated or made available by ZkrillaFi through the ZkrillaFi App (collectively, the “Services”). The ZkrillaFi App, website and Services are owned and operated by ZkrillaFi, and are being provided to you expressly subject to this Agreement.

By accessing, browsing and/or using the ZkrillaFi App, Zkrillafi.com or the Services, you acknowledge that you have read, understood, and agree to be bound by the Terms of this Agreement and to comply with all applicable laws and regulations. The Terms of this Agreement, as further described in Section 1 below, form an essential basis of the bargain between you and ZkrillaFi, and this Agreement governs your use of the ZkrillaFi App, Zkrillafi.com and the Services.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 25 BELOW FOR MORE INFORMATION.

1. ACCEPTANCE OF AGREEMENT

Please carefully review this Agreement before using the ZkrillaFi App, Zkrillafi.com or the Services, or accessing any data thereon. If you do not agree to these Terms, you may not access or use the ZkrillaFi App, Zkrillafi.com or the Services.

To use ZkrillaFi App, Zkrillafi.com or the Services and to accept the Agreement, you must be (i) a legal resident of the United States;(ii) of legal age to form a binding contract with ZkrillaFi; and (iii) not prohibited by law from using the ZkrillaFi App, our website at Zkrillafi.com or the Services.

2. MODIFICATION OF THIS AGREEMENT

ZkrillaFi reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on its website, Zkrillafi.com. You should check this Agreement on Zkrillafi.com periodically for changes. All changes shall be effective upon posting. We will date the Terms with the last day of revision. Your continued use of the ZkrillaFi App, Zkrillafi.com or the Services after any change to this Agreement constitutes your agreement to be bound by any such changes. ZkrillaFi may terminate, suspend, change, or restrict access to all or any part of the ZkrillaFi App, Zkrillafi.com or the Services without notice or liability.

3. PRIVACY POLICY

ZkrillaFi maintains a Privacy Policy, and it details how we handle and protect data. We fully incorporate our Privacy Policy into this Agreement. Note that we reserve the right to update the Privacy Policy at our discretion, and that any changes made to our Privacy Policy are effective when the updates are live on our website, Zkrillafi.com.

4. MINIMUM TECHNOLOGY REQUIREMENTS TO ACCESS SERVICES

To access and use the ZkrillaFi App and Services, you must have 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) or mobile device with access to the Internet running either Apple iOS 10.3 or higher, or Android 4.1 or higher. You must also have a valid email address and sufficient storage space to install any required ZkrillaFi Application. ZkrillaFi's Apps are available on the Apple App Store (for Apple devices) and Google Play Store (for Android devices) and a Progressive Web Application is available on ZkrillaFi's website.

5. USER INFORMATION ACCURACY AND UPDATES

To access ZkrillaFi's Services, you must create a ZkrillaFi App user account with ZkrillaFi. This process will include creation of a Login ID and password to access the ZkrillaFi App and the Services. When you sign up for a user account, you agree to provide accurate, current and complete information—such as your name, mailing address, and email address—as may be prompted by any registration forms available through the ZkrillaFi App, in connection with the Services or as otherwise requested by ZkrillaFi for such information (“User Information”). You further represent that you are a legal owner of, and that you are authorized to provide us with, all User Information and other information necessary to facilitate your use of the ZkrillaFi App and Services.

In order to use certain Services, ZkrillaFi may be required to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. If you do not respond to such inquiries or we cannot verify your identity, we can refuse to allow you to use the ZkrillaFi App and/or Services.

Should any of your User Information change, you agree that you will update this information as soon as possible. To update your User Information, you may go to the Profile section of the ZkrillaFi App, click on “Settings,” and update your User Information accordingly.

Should you believe or have reason to believe that any of your User Information, including your Login ID and/or password, has been compromised, or that another person is accessing your user account through some other means, you agree to notify us as soon as possible at **support@ZkrillaFi.com**.

6. OVERVIEW OF SERVICES

ZkrillaFi offers a variety of services and features collectively referred to in this Agreement as the “Services.” These Services include:

- Personal Finance Services – A suite of services and features you can subscribe to that can assist you in managing and paying your bills, avoiding overdrafts, managing personal goals, finding credit offers and more. See **Section 8** for terms and details.
- Bill Advance Service – Free, non-recourse advances of funds to help you cover bills that may cause an overdraft in your bank account to help you avoid overdraft fees and to build credit. See **Section 9** for terms and details.

7. THIRD PARTY BANKING ACCOUNT INFORMATION

To use the Services, you may direct ZkrillaFi to retrieve your account transaction history, balance information, and/or other information maintained by third parties with which you have relationships, maintain accounts or engage in financial transactions (“Third Party Account Information”). ZkrillaFi works with one or more third party service providers to access this Third Party Account Information. We will use this information to provide you with the Services you request, for our own internal business purposes and to offer you other ZkrillaFi products and services that may be of interest to you. By using the Services, you authorize ZkrillaFi to access this information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. By agreeing to this Agreement, you are also agreeing that you are responsible for keeping any passwords and usernames you provide to us so we can retrieve this Third Party Account Information secure, and for keeping those passwords and usernames up to date in the ZkrillaFi App. ZkrillaFi does not review the Third Party Account Information for accuracy, legality or non-infringement, and ZkrillaFi is not responsible for your Third Party Account Information or products and services offered by or on third party sites.

You acknowledge that any Third Party Account Information that is displayed through the Services will be the information we most recently accessed, and that this information may not reflect pending transactions or other recent activity.

8. ZKRILLAFI’S PERSONAL FINANCIAL SERVICES

8.1 Overview of the Personal Financial Services

If you subscribe to the Personal Financial Services, you will have access to “Bill Pay”, “Goals,” “Credit Tools” and your external bank accounts.

With **Bill Pay**, we pay, track, and manage your linked bills. Additionally, Bill Pay will monitor your linked bank account held at a depository institution (a “Linked Account”) and attempt to inform you there are insufficient funds in your Linked Account to help you avoid overdrafts, returned transactions and bank fees. Overdraft policies and procedures vary between financial institutions and bank accounts; please contact your bank for clarification.

Goals is a service that helps you establish and manage financial goals. This feature includes goal creation, credit score tracker, credit goal setting plan, and goal specific credit offers.

Credit tools is a service that allows you to access and view your credit score, credit report, get notified of credit changes by the credit alerts, view projected scores based on paid bills, simulate new scores based on projected credit changes, analyze your debt to income ratio, and track your score over time.

8.2 Membership Fee

ZkrillaFi charges \$4.99, \$9.99, and \$29.99 monthly membership fees based on your selected plan (“Membership”) to maintain a connection to your external bank account through third party services, to access our account monitoring and notification services, and the Personal Financial Services. ZkrillaFi deducts the Membership from your Linked Account or a linked debit card. The fee will be charged regardless of the status of your connection. If you are experiencing connectivity issues, please try to update your connected bank’s log-in credentials. If the Membership charge fails, by agreeing to these Terms, you authorize ZkrillaFi to process any failed or missed Membership charges together with the following month’s Membership. Should all attempts fail, ZkrillaFi reserves the right to charge the fee from another one of your connected checking accounts or debit card. You will be billed for your first Membership on a monthly basis. You may either pause your membership through the ZkrillaFi App or notify us by email at support@ZkrillaFi.com if you do not want to renew your membership.

9. BILL ADVANCE SERVICE

9.1 Overview of the Bill Advance Service

ZkrillaFi also offers bill payment advances based on your available balance (each, an “Advance”) as part of its “Bill Advance” with the principal aim of improving your credit score. ZkrillaFi does not hold your funds but rather the funds used for bill payment are taken from you after ZkrillaFi has advanced the funds to pay your bills. ZkrillaFi uses its own funds – via a virtual corporate prepaid card or automated clearinghouse (“ACH”) — to pay your bills upfront. To reimburse ZkrillaFi for the funds it has extended to pay the bills, you agree to authorize the monthly deduction of the bill payment(s) from your Linked Account or debit card. Before making these withdrawals, ZkrillaFi checks your Linked Account balance. Should we receive information showing that you have insufficient funds for the bill repayment or for the payment of the membership fee, ZkrillaFi does not proceed with the withdrawal, thereby

decreasing the possibility of creating an overdraft. Please note that some financial institutions will not alert outside billers regarding insufficient funds, and may process all incoming payments regardless. Please contact your bank to clarify their overdraft policies.

To be eligible for a Bill Advance, at the time of your request you must fulfill the following primary eligibility criteria:

- maintain an active ZkrillaFi Account
- maintain a Linked Account, or have a valid debit card on file
- be a member in good standing
- not be authorized by any other person with ownership rights to your Linked Account to request and repay your Bill Advance

You authorize us to use your Account Information and additional information from third parties to determine whether you meet these eligibility criteria.

Repayment. You authorize us to debit your Linked Account or charge your debit card on the day of the authorized bill payment in the full amount of the Bill Advance. Our failure to debit your Linked Account or charge your debit card when repayment is due does not waive or extinguish our right to initiate repayment at a later date. If you do not have sufficient funds in your Linked Account when we initiate repayment, you will be responsible for any overdraft fees, insufficient funds fees, late fees, or any other charges you incur that result from ZkrillaFi debiting your Linked Account or charging your debit card in connection with a Bill Advance. If we determine from your Account Information that your Linked Account is unlikely to contain sufficient funds to repay us, we may choose in our sole discretion to wait to initiate repayment until your next direct deposit date.

Payment and Delinquency Reporting. ZkrillaFi will report your ACH payments made to ZkrillaFi for the repayment of funds advanced on your behalf to one or more credit bureaus. You are responsible for ensuring that you maintain a sufficient available balance in your linked bank account. If the ACH debit is successful, ZkrillaFi will report positive payment history to one or more credit bureaus. If the ACH debit fails, ZkrillaFi will notify you and attempt to collect for the next 90 days. During this 90-day period, late payments, missed payments and other defaults on your account payment information will not be reported to the credit bureaus. If the funds remain unpaid after 90 days, ZkrillaFi may report negative payment information regarding your account to the credit bureaus. These late payments, missed payments, or other defaults that remain uncured for 90 days may be reflected in your credit report.

Increases or specific changes to your credit score are not guaranteed. On-time payment history can have a positive impact on your credit score. Late-payment or non-payment may negatively impact your credit score. Impact on your credit may vary, as credit scores are independently determined by credit bureaus based on multiple factors, including the financial decisions you make with other financial service organizations. ZkrillaFi is not a credit repair product and does not remove negative credit history from your credit report. If you believe that we have reported inaccurate information about you, or that we may report inaccurate information about you, to a credit bureau, please notify us of the specific information that you believe is inaccurate by writing to us at support@ZkrillaFi.com.

Risk Warning for Failure to Make Repayments. If we are unable to debit your Linked Account or charge your debit card for the full repayment amount, you will not be eligible for Bill Advances. However, we will have no legal or contractual claim or other remedy or recourse against you if you do not repay a Bill Advance; and we will not engage in any debt collection activities, nor sell your obligation to repay us to a third party debt collector. ZkrillaFi, however, does not waive any rights regarding fraudulent activity, and ZkrillaFi will pursue instances of fraud.

Although ZkrillaFi is helping users avoid overdraft fees, ZkrillaFi is not responsible for any overdraft fees, over-the-limit fees, insufficient fund charges, or any other bank fees that result from your failure to maintain a sufficient balance in your Linked Account. ZkrillaFi monitors your balance and will attempt to ensure you have sufficient funds before debiting your account, but ZkrillaFi makes no warranties that an overdraft will not occur, as the overdraft procedures and policies affecting your bank account may vary.

If you are unable to repay us but would like to become eligible for Bill Payment Advances again, please contact us via the “Contact Support” link in the chat section of the App or email us at support@ZkrillaFi.com. You will be required to pay us in full for the Bill Payment Advance by authorizing us to debit your Linked Account or to charge your debit card.

If you deactivate your ZkrillaFi Account before you have repaid your Bill Payment Advance, you hereby grant us permission to debit your checking account for the amount of the advance on or after the repayment date.

9.2 W-9 Certification

I certify, under penalty of perjury that: The Taxpayer Identification Number or Social Security Number I provided is correct; I am not subject to backup withholding because: (a) I am exempt from backup withholding; (b) I have not

been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person.

10. REFUNDS

Membership Fees are non-refundable.

11. MEMBERSHIP CREDIT AND DEBIT AUTHORIZATION

If you enroll in the Personal Financial Services, you authorize ZkrillaFi to electronically debit your Payment Method for the Membership Fee once each month. As applicable, you also authorize ZkrillaFi to electronically debit and credit your Payment Method to correct erroneous debits and credits. You have the right to receive notice of any debit for the Membership Fee that would vary in amount from a previous Membership Fee, but you agree that we only need to notify you in advance if a particular debit from your Payment Method would be more than the agreed on membership fee. (Our policy is that no single debit will exceed your membership fee, so we expect not to provide you with advance notice of each ongoing debit from your Payment Method.)

You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for ACH and debit card transactions as provided herein and will remain in full force and effect until you notify ZkrillaFi that you wish to revoke this authorization by emailing **support@ZkrillaFi.com**. You must notify ZkrillaFi at least three (3) business days before the scheduled debit date in order to cancel this authorization. When you call or email, please include the name and telephone number associated with your ZkrillaFi App user account. Failure to provide correct and complete information may make it impossible for ZkrillaFi to stop withdrawal of the preauthorized transaction.

You agree to indemnify and hold ZkrillaFi harmless from and against any loss incurred as a result of its withdrawal of a preauthorized debit transaction from your Payment Method if any of the information relied upon in your request to stop payment is incorrect or incomplete. If you have followed the instructions in this section to notify ZkrillaFi of your desire to revoke your authorization at least three (3) business days before the scheduled debit date, ZkrillaFi will be liable for your losses or damages directly caused by our failure to stop any preauthorized transaction. If we do not receive notice at least

three (3) business days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the transaction. However, we assume no responsibility for our failure to do so.

You warrant and represent to ZkrillaFi that you have the right to authorize us to charge and credit your Payment Method for payments due to us under this Agreement. If you have a joint Linked Account, you represent and warrant that you have the authority to (i) bind the absent account holder; and (ii) enter into this Agreement independently. You agree to indemnify and hold ZkrillaFi harmless from any claims by any other owner of the Linked Account.

You represent that you are capable of saving or otherwise storing a copy of this electronic authorization for your records, and the credit and debit transactions you request comply with applicable law.

See **Section 26** below for more information about your rights associated with electronic funds transfers.

12. ZKRILLAFI REWARDS PROGRAM

12.1 Overview of the Rewards Program

ZkrillaFi offers a rewards program (the “Rewards Program”) to enable eligible users to receive credits toward Bills and Membership Fees (“Rewards”). ZkrillaFi offers you the opportunity to earn rewards by referring friends to try our membership (The “Paid Service”). Your participation in the ZkrillaFi Referral Program (“ZkrillaFi Referral Program” or “Program”) can earn you credits to use in conjunction with ZkrillaFi Services and may also get you additional rewards. We reserve the right to terminate the Program at any time for any reason. The Program is administered by ZkrillaFi, which may outsource certain elements of administration to third parties (collectively “Administrator”).

These Terms apply to a user’s participation in the Program. By participating in the Program, users agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Program. Users also cannot where in so doing, they would violate any applicable law or regulations.

To participate, once you have created your ZkrillaFi account, visit www.Zkrillafi.com and log into your account, then follow the on-screen instructions to start referring. You will be provided a link which you can share

with your friends and colleagues as much as you want. A completed referral fulfills the following steps: The user must sign up via your personal referral link, then they must complete the full registration and identity verification process. If the referred user completes these steps, each of you will receive a credit (“Credit”) worth \$5.00 USD, to use for designated ZkrillaFi products and services. Credits may only be used for designated ZkrillaFi products and services and may never be redeemed for cash.

Rewards and Credits will generally be reflected in the account within 30 days after making a Qualified Transaction at participating merchants, though they may be subject to delays. A “Qualified Purchase” is a transaction made at an approved biller or merchant using your Bill Pay service in accordance with the terms of the Offer and this Agreement. An “Offer” is the amount offered by the merchant, which may include, but not limited to, a minimum transaction amount, expiration date, any other additional terms or limitations associated with the offer.

12.2 General Eligibility

This Program is void where such referral programs are prohibited. Users who refer others to the program are “Referrers”; those who are referred are “Referred Customers.” Referrers may be eligible to receive “Credits” for every qualified referral. Referrers must speak and read English, be legally able to participate in the Program, and must be (i) at least the age of majority where they reside; (ii) have an existing, valid ZkrillaFi user account; and (iii) are otherwise in good standing. When registering for the Program, Referrers must use the same email address that is registered with their existing ZkrillaFi user account. ZkrillaFi reserves the right to determine if a Referrer’s ZkrillaFi user account is valid based on criteria that includes, but is not limited to, ZkrillaFi account activity and ownership, affiliation of the user’s registered ZkrillaFi email address domain. Participation in the Program represents an ongoing relationship with you, for privacy purposes. So long as you remain in the Program, and you have unused Credits, you will be considered an active member of the Program and of the ZkrillaFi Community. Please see ZkrillaFi’s privacy policy for further details on your privacy rights.

Companies and employees of ZkrillaFi Entities or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible.

12.3 Statement and Membership Credits

Credits will be reflected within the application. Subject to eligibility verification and settlement of the Qualifying Transaction, statement Rewards will typically appear in the App within approximately one (1) day of the Qualifying Transaction but may be subject to delays.

Rewards cannot be processed if your account is not in good standing. ZkrillaFi or its affiliates have no responsibility or liability for the failure of a Reward to be posted, or for any finance or other charge, or impact on any rewards, feature, or term of your account resulting from the Reward.

In no event shall ZkrillaFi be considered as maintaining any type of financial obligation or deposit or other asset account or holding funds or other value for you for distribution to you. Any pending Rewards and any associated dollar values represent offer fulfillment amounts in process owed by the applicable merchant, and not your funds or balances maintained or held by the payment card network or ZkrillaFi.

12.4 Opting Out

You may opt-out of the ZkrillaFi Rewards Program at any time. To do so, you must follow the steps below:

- Go to the Account section inside the ZkrillaFi App
- Scroll to ZkrillaFi membership section
- Update your email address, mailing address and other account-related information.
- Obtain live support and customer service through the ZkrillaFi App's chat function or email support@Zkrillafi.com and inform them that you would like to opt-out of receiving credits and rewards.

13. ZKRILLAFI BILL PRESENTMENT SERVICES (BILL PAY)

13.1 Overview

By using our Bill Pay Services, you expressly authorize the ZkrillaFi App to access your Biller account and associated information on the Biller Website ("Biller Account"), on your behalf and as your limited agent, in order to provide the Services. The ZkrillaFi App automates payments to Billers identified by you. Each time you add a Biller Account through your use of the Services, the ZkrillaFi App will connect to the Website for the Biller you have identified. Some Billers may employ the use of a captcha or similar technology on their website during the login process to determine whether or not the website visitor is human. You expressly authorize the ZkrillaFi App and/or any third party vendor or technology that ZkrillaFi chooses to decode any captcha or similar technology on your behalf. Once you have added a Biller Account through your use of the Services, the ZkrillaFi App will submit information, including usernames and passwords that you provide, to log you into the Biller

website (each, a “Biller Site”). You authorize and permit ZkrillaFi to use and store your Biller Account information to operate and configure the Services through the ZkrillaFi App so that they are compatible with the Biller Site for which you submit your Biller Account information. In providing the Services, ZkrillaFi has no knowledge of, and is not responsible for a violation of, any contractual obligations you may have with your Biller, including the Biller’s terms of use.

13.2 Payment Account Authorization

ZkrillaFi will remit payments that you direct through the Services electronically by providing the information about the bank account or debit card that you designate (the “Payment Account”) to process your payment. By initiating a bill payment through the Services, you authorize the ZkrillaFi to provide instructions to the Biller to initiate and complete the payment on your behalf. The amount debited from the account will be the lesser of my outstanding advance balance and the payment listed on the individual bill pay confirmation screen. The payment will be debited each month on the due date determined by the individual biller; however, if the due date occurs on a weekend or holiday, the account may be debited the next business day. You understand that you must pay all outstanding amounts even if not debited by ZkrillaFi. You are solely responsible for complying with any terms and/or conditions set by your bank or credit union with respect to your Payment Account, including any fee terms, such as non-sufficient fund or overdraft fee terms.

You agree to maintain a balance or available credit limit in the specified Payment Account that is sufficient to fund all payments that you initiate through the ZkrillaFi App. You certify that your Payment Account is in your name and that you are authorized to use it. You represent and warrant that you have the right to authorize Billers and their payment processors to charge ZkrillaFi for payments that you initiate using the Services. You will indemnify and hold ZkrillaFi harmless from any claims by any other owner of the account or any Biller and its payment processor resulting from your lack of authority, funds or credit.

By accepting these Terms, you consent to ZkrillaFi’s disclosure of your personal information (including your Payment Account information) to your Billers or other third parties for the following purposes:

- As necessary to allow your Billers to collect payments from you;
- As necessary to resolve a problem related to a payment;
- To verify the validity of your bank account;
- To verify the validity of your credit or debit card;
- To comply with government agency or court orders;
- To our affiliates, as permitted by law;

- To verify your identity for purposes of compliance with applicable laws, including without limitation the USA PATRIOT Act;
- To comply with inquiries in connection with fraud prevention or any investigation;
- For our general internal business purposes, including without limitation data analysis and audits; or
- As otherwise permitted by the terms of our Privacy Policy.

You are responsible for confirming the accuracy of the information you provide about each payment you authorize and the amount of the transaction. Failure to provide accurate and complete information may prohibit the use of the Services or result in errors in your requested payments to Billers. You authorize the ZkrillaFi app to send communications to the Biller on your behalf in connection with the Services.

Taxes

It is your (or your Biller's) responsibility to determine what, if any, taxes apply to the payments you make, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. ZkrillaFi is not responsible for determining whether taxes apply to your payment transaction or for collecting, reporting, withholding or remitting any taxes arising from any payment transaction.

Fees

ZkrillaFi reserves the right, at our complete discretion, to charge service fees under a membership model and/or on a per transaction basis. In some instances, third party websites and applications that offer the Services may also charge service fees. The imposition of any per-transaction fees by ZkrillaFi will be disclosed to you prior to any payment and will be clearly noted to you.

14. CONSENT TO ELECTRONIC COMMUNICATIONS AND DOING BUSINESS ELECTRONICALLY

14.1 Communications to Be Provided in Electronic Form

By choosing to use the ZkrillaFi App or the Services, you will receive from time-to-time disclosures, notices, documents, and any other communications about our Services, the ZkrillaFi App, or ZkrillaFi website from ZkrillaFi ("Communications"). We can only give you the benefits of our Services by conducting business through the Internet, and therefore we need you to

consent to receiving Communications electronically. This section informs you of your rights when receiving electronic Communications from us. We may discontinue electronic provision of Communications at any time in our sole discretion. [E-Sign Disclosure and Consent Policy](#).

14.2 Communications in Writing

By accepting to this Agreement, you agree that electronic Communications shall be considered “in writing” and have the same meaning and effect as if provided in paper form, unless you have withdrawn your consent to receive Communications electronically as stated below. You agree that we have no obligation to provide you Communications in paper format, although we reserve the right to do so at any time.

14.3 Minimum Requirements

You understand that, in order to view and/or retain copies of the electronic Communications, you will need either:

- 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); or
- A mobile device that meets the requirements described in **Section 4**.

You will also need a valid email address, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

14.4 Withdrawing Consent

You may withdraw your consent to receive Communications electronically by contacting us at **support@ZkrillaFi.com**. If you withdraw your consent, we reserve the right to limit or close your ZkrillaFi Account. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected. You agree to pay any amount owed to ZkrillaFi such as Membership Fees or Express Fees even if you withdraw your consent and we close or limit access to the ZkrillaFi App and/or the Services.

14.5 Updating Records

As noted above, you can update your User Information in the ZkrillaFi App or by emailing us at **support@ZkrillaFi.com**.

15. SMS MESSAGING AND TELEPHONE CALLS

You consent to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, with service-related information such as alerts, or questions about your use of the Services and/or ZkrillaFi App. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. ZkrillaFi and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, emails or other means.

Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.

16. LIMITATIONS OF USE

You agree to use the ZkrillaFi App, Zkrillafi.com and Services only for lawful purposes. You are prohibited from any use of the Services or ZkrillaFi App that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the ZkrillaFi App or Services, including but not limited to unauthorized entry into ZkrillaFi's systems, misuse of passwords, or misuse of any information posted on the ZkrillaFi App, Zkrillafi.com or through the Services is strictly prohibited. ZkrillaFi makes no claims concerning whether use of the ZkrillaFi App, Zkrillafi.com or Services is appropriate outside of the United States. If you access the ZkrillaFi App, Zkrillafi.com or the Services from outside of the United States, you are solely responsible for ensuring compliance with the laws and regulations of your specific jurisdiction.

You agree you will not (i) try to reverse engineer, disassemble, decompile, or decipher the ZkrillaFi App, Zkrillafi.com or the Services or software making up the ZkrillaFi App, Zkrillafi.com and Services; (ii) navigate or search the ZkrillaFi App, Zkrillafi.com or Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); (iii) use a means other than ZkrillaFi's provided interface to access the ZkrillaFi App,

ZkrillaFi.com or the Services; (iv) use the ZkrillaFi App, ZkrillaFi.com or the Services in a way that could impair, overburden, damage, or disable any portion of the ZkrillaFi App, ZkrillaFi.com or Services; or (v) mirror any material contained on the ZkrillaFi App, ZkrillaFi.com or the Services.

ZkrillaFi reserves the right to take various actions against you if we believe you have engaged in activities restricted by this Agreement or by law or regulations, and ZkrillaFi also reserves the right to take action to protect ZkrillaFi, other users, and other third parties from any liability, fees, fines, or penalties. We make take actions including, but not limited to: (i) updating information you have provided to us so that it is accurate; (ii) limiting or completely closing your access to the ZkrillaFi App, ZkrillaFi.com or the Services; (iii) suspending or terminating your ability to use the ZkrillaFi App, ZkrillaFi.com or the Services on an ongoing basis; (iv) taking legal action against you; and/or (v) holding you liable for the amount of ZkrillaFi's damages caused by your violation of this Agreement.

17. INTELLECTUAL PROPERTY RIGHTS

The ZkrillaFi App, ZkrillaFi.com and the Services are owned and operated by ZkrillaFi. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the "ZkrillaFi Materials") are owned exclusively by ZkrillaFi or the licensors or suppliers of ZkrillaFi and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing on this ZkrillaFi.com, ZkrillaFi App or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the ZkrillaFi Materials displayed on the ZkrillaFi App, ZkrillaFi.com or the Services, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of ZkrillaFi Materials found on the ZkrillaFi App, ZkrillaFi.com or the Services unless in accordance with written authorization by us. ZkrillaFi prohibits use of any of the ZkrillaFi Materials as part of a link to or from the ZkrillaFi App, ZkrillaFi.com or the Services unless establishment of such a link is approved in writing by us in advance. Any questions concerning any ZkrillaFi Materials, or whether any mark or logo is a ZkrillaFi Material, should be referred to ZkrillaFi. All rights related to the ZkrillaFi Materials are hereby reserved.

You agree that the ZkrillaFi Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of ZkrillaFi. You acknowledge that the ZkrillaFi Materials are and shall remain the property of ZkrillaFi. You may not modify, participate in the sale or transfer of, or create derivative works based on any ZkrillaFi Materials, in whole or in part.

18. TERMINATION

ZkrillaFi may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the ZkrillaFi App, Zkrillafi.com or the Services at any time, with or without cause, in ZkrillaFi's absolute discretion and without notice. The following provisions of this Agreement shall survive termination of your use or access to the ZkrillaFi App, Zkrillafi.com or the Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Dispute Resolution by Binding Arbitration, and General Provisions, and any other provision that by its terms survives termination of your use or access to the ZkrillaFi App, Zkrillafi.com or the Services.

ZkrillaFi further reserves the right to modify or discontinue, either temporarily or permanently, any portions or all of the ZkrillaFi App, Zkrillafi.com or Services at any time with or without notice.

19. DISCLAIMER OF WARRANTIES

THE ZKRILLAFI APP, Zkrillafi.com AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, ZKRILLAFI AND ALL OF ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, LICENSORS AND SUPPLIERS INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS (COLLECTIVELY, THE "ZKRILLAFI PARTIES") EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT

EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

THE ZKRILLAFI PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION OR CONTENT ON THE ZKRILLAFI APP, Zkrillafi.com, OR THE SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE ZKRILLAFI PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE ZKRILLAFI APP, Zkrillafi.com OR SERVICES ARE FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

20. NO LEGAL, TAX, INVESTMENT OR FINANCIAL PLANNING RELATED ADVICE

ZKRILLAFI DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, INVESTMENT OR FINANCIAL PLANNING RELATED ADVICE THROUGH THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES. ZKRILLAFI IS NOT A LAW FIRM, TAX ADVISOR, INVESTMENT ADVISER, BROKER, OR FINANCIAL PLANNER. ZKRILLAFI ENCOURAGES YOU TO CONSIDER CONSULTING AN ACCOUNTANT OR OTHER FINANCIAL ADVISOR AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES BEFORE IMPLEMENTING ANY FINANCIAL STRATEGY OR MAKING OTHER FINANCIAL DECISION.

21. ALERTS

ZKRILLAFI WILL MAKE REASONABLE EFFORTS TO PROVIDE TIMELY AND ACCURATE ALERTS TO YOU, BUT YOU ACKNOWLEDGE AND UNDERSTAND

THAT ALERTS MAY BE DELAYED OR PREVENTED FOR VARIOUS REASONS. ZKRILLAFI DOES NOT GUARANTEE THE DELIVERY, ACCURACY, OR TIMELINESS OF ALERTS. FURTHER, ZKRILLAFI IS NOT LIABLE FOR ANY ERRORS IN THE DELIVERY OR CONTENT OF AN ALERT, AND ZKRILLAFI IS NOT LIABLE FOR ACTIONS YOU TAKE, OR DO NOT TAKE, IN RELIANCE ON ALERTS. ZKRILLAFI IS NOT LIABLE FOR ANY THIRD PARTY RELIANCE ON ALERTS.

22. LIMITATION OF LIABILITY

THE ZKRILLAFI PARTIES WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS, ARISING OUT OF OR RELATING TO YOUR USE OF THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES, THE ZKRILLAFI MATERIALS, OR ANY CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES, EVEN IF ZKRILLAFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ZKRILLAFI PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES, OR FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO, OR USE OF, THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES. IN NO EVENT WILL THE ZKRILLAFI PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED USD \$1,000 (ONE THOUSAND UNITED STATES DOLLARS). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE ZKRILLAFI APP, Zkrillafi.com OR THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

23. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the ZkrillaFi Parties from and against any and all claims, losses, expenses, demands or liabilities, including reasonable attorneys' fees arising out of or relating to (i) your access to, use of or alleged use of the ZkrillaFi

App, Zkrillafi.com or the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. ZkrillaFi reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of ZkrillaFi.

24. DISPUTE RESOLUTION BY BINDING ARBITRATION

YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 24.3 BELOW.

24.1 Election to Arbitrate. You and ZkrillaFi agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 24 (the “Arbitration Provision”), unless you opt out as provided in **Section 24.3** below. As used in this Arbitration Provision, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of **Section 24.8** below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

24.2 APPLICABILITY OF THE FEDERAL ARBITRATION ACT; ARBITRATOR’S POWERS. THIS ARBITRATION PROVISION IS MADE PURSUANT TO A

TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY AND ENFORCEABLE UNDER THE FEDERAL ARBITRATION ACT (THE "FAA"). THE ARBITRATOR WILL APPLY SUBSTANTIVE LAW CONSISTENT WITH THE FAA AND APPLICABLE STATUTES OF LIMITATIONS. THE ARBITRATOR MAY AWARD DAMAGES OR OTHER TYPES OF RELIEF PERMITTED BY APPLICABLE SUBSTANTIVE LAW, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS ARBITRATION PROVISION. THE ARBITRATOR WILL NOT BE BOUND BY JUDICIAL RULES OF PROCEDURE AND EVIDENCE THAT WOULD APPLY IN A COURT. THE ARBITRATOR SHALL TAKE STEPS TO REASONABLY PROTECT CONFIDENTIAL INFORMATION.

24.3 OPT-OUT OF ARBITRATION PROVISION. YOU MAY OPT OUT OF THIS ARBITRATION PROVISION FOR ALL PURPOSES BY SENDING AN ARBITRATION OPT OUT NOTICE TO LEGAL@ZKRILLAFI.COM, WITHIN 60 DAYS OF THE DATE OF YOUR ELECTRONIC ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. THE OPT OUT NOTICE MUST CLEARLY STATE THAT YOU ARE REJECTING ARBITRATION; IDENTIFY THE AGREEMENT TO WHICH IT APPLIES BY DATE; PROVIDE YOUR NAME, ADDRESS, AND LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER; AND BE SIGNED BY YOU. YOU MAY SEND AN OPT-OUT NOTICE IN ANY MANNER YOU SEE FIT AS LONG AS IT IS RECEIVED AT THE SPECIFIED ADDRESS WITHIN THE SPECIFIED TIME. NO OTHER METHODS CAN BE USED TO OPT OUT OF THIS ARBITRATION PROVISION. IF THE OPT OUT NOTICE IS SENT ON YOUR BEHALF BY A THIRD PARTY, SUCH THIRD PARTY MUST INCLUDE EVIDENCE OF HIS OR HER AUTHORITY TO SUBMIT THE OPT OUT NOTICE ON YOUR BEHALF.

24.4 INFORMAL DISPUTE RESOLUTION. IF A CLAIM ARISES, OUR GOAL IS TO LEARN ABOUT AND ADDRESS YOUR CONCERNS AND, IF WE ARE UNABLE TO DO SO TO YOUR SATISFACTION, TO PROVIDE YOU WITH A NEUTRAL AND COST EFFECTIVE MEANS OF RESOLVING THE DISPUTE QUICKLY. YOU AGREE THAT BEFORE FILING ANY CLAIM IN ARBITRATION, YOU MAY SUBMIT CLAIMS BY SENDING AN EMAIL TO LEGAL@ZKRILLAFI.COM AT ANY TIME.

24.5 ARBITRATION PROCEDURES. THE PARTY INITIATING ARBITRATION SHALL DO SO WITH THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") OR JUDICIAL ALTERNATIVES AND MEDIATION SERVICES ("JAMS"). THE ARBITRATION SHALL BE CONDUCTED ACCORDING TO, AND THE LOCATION OF THE ARBITRATION SHALL BE DETERMINED IN ACCORDANCE WITH, THE RULES AND POLICIES OF THE ADMINISTRATOR SELECTED, EXCEPT TO THE EXTENT THE RULES CONFLICT WITH THIS ARBITRATION PROVISION OR ANY COUNTERVAILING LAW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AAA OR WOULD LIKE TO OBTAIN A COPY OF THE AAA ARBITRATION RULES, YOU MAY CALL 1(800) 778-7879 OR VISIT THE AAA'S WEB SITE AT: WWW.ADR.ORG. IF YOU HAVE ANY QUESTIONS CONCERNING JAMS OR WOULD LIKE TO OBTAIN A COPY OF THE JAMS ARBITRATION RULES, YOU MAY CALL 1(800) 352-5267 OR VISIT THEIR WEB SITE AT:

WWW.JAMSADR.COM. IN THE CASE OF A CONFLICT BETWEEN THE RULES AND POLICIES OF THE ADMINISTRATOR AND THIS ARBITRATION PROVISION, THIS ARBITRATION PROVISION SHALL CONTROL, SUBJECT TO COUNTERVAILING LAW, UNLESS ALL PARTIES TO THE ARBITRATION CONSENT TO HAVE THE RULES AND POLICIES OF THE ADMINISTRATOR APPLY. THE ARBITRATION WILL BE HELD IN THE U.S. COUNTY WHERE YOU LIVE OR WORK, OR ANY OTHER LOCATION WE AGREE TO.

24.6 ARBITRATION FEES. IF WE ELECT ARBITRATION, WE SHALL PAY ALL THE ADMINISTRATOR'S FILING COSTS AND ADMINISTRATIVE FEES (OTHER THAN HEARING FEES). IF YOU ELECT ARBITRATION, FILING COSTS AND ADMINISTRATIVE FEES (OTHER THAN HEARING FEES) SHALL BE PAID IN ACCORDANCE WITH THE RULES OF THE ADMINISTRATOR SELECTED, OR IN ACCORDANCE WITH COUNTERVAILING LAW IF CONTRARY TO THE ADMINISTRATOR'S RULES. WE SHALL PAY THE ADMINISTRATOR'S HEARING FEES FOR ONE FULL DAY OF ARBITRATION HEARINGS. FEES FOR HEARINGS THAT EXCEED ONE DAY WILL BE PAID BY THE PARTY REQUESTING THE HEARING, UNLESS THE ADMINISTRATOR'S RULES OR APPLICABLE LAW REQUIRE OTHERWISE, OR YOU REQUEST THAT WE PAY THEM AND WE AGREE TO DO SO. EACH PARTY SHALL BEAR THE EXPENSE OF ITS OWN ATTORNEYS' FEES, EXCEPT AS OTHERWISE PROVIDED BY LAW. IF A STATUTE GIVES YOU THE RIGHT TO RECOVER ANY OF THESE FEES, THESE STATUTORY RIGHTS SHALL APPLY IN THE ARBITRATION NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN.

24.7 APPEALS. WITHIN 30 DAYS OF A FINAL AWARD BY THE ARBITRATOR, ANY PARTY MAY APPEAL THE AWARD FOR RECONSIDERATION BY A THREE-ARBITRATOR PANEL SELECTED ACCORDING TO THE RULES OF THE ARBITRATOR ADMINISTRATOR. IN THE EVENT OF SUCH AN APPEAL, ANY OPPOSING PARTY MAY CROSS-APPEAL WITHIN 30 DAYS AFTER NOTICE OF THE APPEAL. THE PANEL WILL RECONSIDER DE NOVO ALL ASPECTS OF THE INITIAL AWARD THAT ARE APPEALED. COSTS AND CONDUCT OF ANY APPEAL SHALL BE GOVERNED BY THIS ARBITRATION PROVISION AND THE ADMINISTRATOR'S RULES, IN THE SAME WAY AS THE INITIAL ARBITRATION PROCEEDING. ANY AWARD BY THE INDIVIDUAL ARBITRATOR THAT IS NOT SUBJECT TO APPEAL, AND ANY PANEL AWARD ON APPEAL, SHALL BE FINAL AND BINDING, EXCEPT FOR ANY APPEAL RIGHT UNDER THE FEDERAL ARBITRATION ACT ("FAA"), AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION.

24.8 NO CLASS ACTIONS. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. UNLESS CONSENTED TO IN WRITING BY

ALL PARTIES TO THE ARBITRATION, NO PARTY TO THE ARBITRATION MAY JOIN, CONSOLIDATE, OR OTHERWISE BRING CLAIMS FOR OR ON BEHALF OF TWO OR MORE INDIVIDUALS OR UNRELATED CORPORATE ENTITIES IN THE SAME ARBITRATION UNLESS THOSE PERSONS ARE PARTIES TO A SINGLE TRANSACTION. UNLESS CONSENTED TO IN WRITING BY ALL PARTIES TO THE ARBITRATION, AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIMS IN ARBITRATION, AND SHALL NOT (A) DETERMINE THE RIGHTS, OBLIGATIONS, OR INTERESTS OF ANYONE OTHER THAN A NAMED PARTY, OR RESOLVE ANY CLAIM OF ANYONE OTHER THAN A NAMED PARTY; NOR (B) MAKE AN AWARD FOR THE BENEFIT OF, OR AGAINST, ANYONE OTHER THAN A NAMED PARTY. NO ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS SECTION 24.8, AND ANY ATTEMPT TO DO SO, WHETHER BY RULE, POLICY, ARBITRATION DECISION OR OTHERWISE, SHALL BE INVALID AND UNENFORCEABLE. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 24.8 SHALL BE DETERMINED EXCLUSIVELY BY A COURT AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.

24.9 SURVIVAL AND SEVERABILITY OF ARBITRATION PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. IF ANY PORTION OF THIS ARBITRATION PROVISION OTHER THAN SECTION 24.8 IS DEEMED INVALID OR UNENFORCEABLE, THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION SHALL NEVERTHELESS REMAIN VALID AND IN FORCE. IF THERE IS A FINAL JUDICIAL DETERMINATION THAT APPLICABLE LAW PRECLUDES ENFORCEMENT OF THIS ARBITRATION PROVISION'S LIMITATIONS AS TO A PARTICULAR CLAIM FOR RELIEF OR PARTICULAR TERM, THEN THAT CLAIM (AND ONLY THAT CLAIM) OR THAT TERM (AND ONLY THAT TERM) MUST BE SEVERED FROM THE ARBITRATION PROVISION AND MAY BE BROUGHT IN COURT. IF AN ARBITRATION IS BROUGHT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE LIMITATIONS ON SUCH PROCEEDINGS IN SECTION 24.8 ARE FINALLY ADJUDICATED PURSUANT TO THE LAST SENTENCE OF SECTION 24.8 TO BE UNENFORCEABLE, THEN NO ARBITRATION SHALL BE HAD. IN NO EVENT SHALL ANY INVALIDATION BE DEEMED TO AUTHORIZE AN ARBITRATOR TO DETERMINE CLAIMS OR MAKE AWARDS BEYOND THOSE AUTHORIZED IN THIS ARBITRATION PROVISION.

24.10 JUDICIAL FORUM FOR CLAIMS. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT THIS ARBITRATION PROVISION IS FOUND NOT TO APPLY TO YOU OR YOUR CLAIM, YOU AND ZKRILLAFI AGREE THAT ANY JUDICIAL PROCEEDING (OTHER THAN SMALL CLAIMS ACTIONS) WILL BE BROUGHT IN THE FEDERAL OR STATE COURTS OF LOS ANGELES COUNTY, CALIFORNIA. BOTH YOU AND ZKRILLAFI CONSENT TO VENUE AND PERSONAL JURISDICTION THERE. WE BOTH AGREE TO WAIVE OUR RIGHT TO A JURY TRIAL.

24.11 WAIVER OF RIGHT TO LITIGATE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

25. GOVERNING LAW AND VENUE

Except for **Section 24** which is governed by the FAA, this Agreement and all Claims are governed by the laws of the State of Texas, without regard to conflict-of-law rules.

26. ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers. There may be limitations on your Linked Account or debit card that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your Linked Account or debit card.

The disclosures in this Section 26 apply to all Services described in this Agreement.

26.1 Definitions.

- **Electronic Fund Transfer:** Any transfer of funds that is initiated through an electronic device or computer to instruct us to debit or credit a Linked Account or debit card. Electronic Fund Transfers include such electronic transactions transfers initiated via telephone or the ZkrillaFi App.
- **Preauthorized Electronic Fund Transfer:** An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, withdrawal of funds out of your Linked Account to pay the Membership Fee.
- **Unauthorized Electronic Fund Transfer** is an Electronic Fund Transfer initiated by a person other than you who does not have actual, implied, or apparent authority to initiate the transfer, and from which you do not benefit. If you give access to your ZkrillaFi App user account to another

person, all payments by that person are authorized unless and until you notify us that payments by that person are no longer authorized.

26.2 Your Liability.

- Authorized Transfers: You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly.
- Unauthorized Transfers: Tell us at once if you believe your ZkrillaFi App Login ID or password has been lost or stolen or if your ZkrillaFi App user account has been, or may have been, subject to Unauthorized Electronic Fund Transfers. Contact us immediately to keep your possible losses to a minimum. You could lose all the money in your Linked Account(s).
- If you tell us within four (4) business days after learning of the loss or theft of your ZkrillaFi App Login ID or password or after learning of any other Unauthorized Electronic Fund Transfers associated with your ZkrillaFi App user account, you can lose no more than \$100. However, if you DO NOT tell us within four (4) business days after learning of the loss, theft or unauthorized use associated with your ZkrillaFi App user account, and we can establish that we could have prevented the Unauthorized Electronic Fund Transfer(s) if you had told us in time, you could lose as much as \$1000.
- If your periodic account statement issued by your bank or financial institution shows Unauthorized Electronic Fund Transfers and you DO NOT tell us within ninety (90) days after the statement was delivered to you, you may not get back any money you lose after the ninety (90) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen ZkrillaFi App Login ID or password or of any other suspected Unauthorized Electronic Fund Transfers(s), the time periods specified in this Section 26.2 may be extended for a reasonable period.

26.3 Business Days. For purposes of this Section 26, ZkrillaFi business days are Monday through Friday. Holidays are not included.

26.4 Types of Transfers; Limitations. You may use the Services to request and receive Advances to your Linked Bills, to repay such Advances in the amounts and on the days you set in the ZkrillaFi App, and to pay the monthly Membership Fee. Any limitations regarding Advance amount or Membership Fee amount will be displayed to you through the Services. Through the ZkrillaFi App you may also authorize recurring preauthorized Electronic Fund Transfers from your Linked Account or debit card to pay for the Membership Fee. See **Section 11** for more information about stopping payment of preauthorized Electronic Fund Transfers.

26.5 Documentation. Your Advance and payment history can be viewed within the ZkrillaFi App by navigating to the “Linked Bills” section on the main dashboard and tapping “the ellipsis” menu. You are responsible for reviewing payment history and/or ZkrillaFi Banking Account transaction history, if applicable, and maintaining copies for your records.

26.6 Our Liability. See **Sections 20** and **22** above. If ZkrillaFi does not debit or credit your Linked Account in accordance with these Terms, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Linked Account or debit card to make a payment.
- If the Linked Account or debit card you specify as the payment source is closed or does not contain sufficient funds to complete the payment or the charge is rejected or returned by your bank or financial institution.
- If the linked biller account is closed, restricted, in arrears, or otherwise non-functioning.
- If the Services were not working properly and you knew about the problems when you started your payment.
- If we cannot complete a payment due to fraud or attacks on our systems or the Services.
- If circumstances beyond our control (such as fire or flood) prevent a payment, despite reasonable precautions we have taken.
- There may be other exceptions stated in our Agreement with you.

26.7 Confidentiality Related to Electronic Fund Transfers. We will disclose information to third parties about the Electronic Fund Transfers you make through the Services:

- Where it is necessary for completing the Electronic Fund Transfers; or,
- In order to comply with government agency or court orders; or,
- If you give us written permission; or,
- As otherwise provided in our Privacy Policy.

26.8 Error Resolution

In case of errors or questions about your Electronic Fund Transfers, email us at **support@ZkrillaFi.com**. If you think your Linked Account statement, receipt, or payment history within the ZkrillaFi App are wrong, or if you need more information about a transfer listed on the statement, receipt, or within the ZkrillaFi App, contact us as soon as you can. We must hear from you no later than 90 days after the statement or receipt was delivered to you. In your notification to us, you must:

- Tell us your name as well as the email address and phone number associated with your ZkrillaFi account.
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us the above details in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct the error promptly. If we need more time, however, we may take up to 45 days to investigate your inquiry. If we require more than 10 business days to investigate your inquiry, we will credit your Linked Account within 10 business days for the amount you believe is in error, so that you will have use of the funds during the time it takes us to complete our investigation. If we ask you to put your inquiry in writing and we do not receive it within 10 business days, we may not credit your account.

For suspected errors involving new ZkrillaFi App user accounts, we may take up to 90 days to investigate your error inquiry. For new ZkrillaFi App user accounts, we may take up to 20 business days to credit your Linked Account for the amount you believe is in error.

We will tell you the results within three business days after completing our investigation. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

ALL INQUIRIES REGARDING TRANSACTIONS MADE THROUGH THE ZKRILLAFI SERVICES MUST BE DIRECTED TO ZKRILLAFI, AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR LINKED ACCOUNT. WE ARE RESPONSIBLE FOR THE SERVICES AND FOR RESOLVING ANY ERRORS IN TRANSACTIONS MADE IN CONJUNCTION WITH SUCH SERVICES.

We will not send you a periodic statement listing transactions that you make through the Services. The transactions will appear only on the statement issued by your bank or other financial institution. **SAVE THE RECEIPTS YOU ARE PROVIDED WHEN YOU USE THE SERVICES, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION.** If you have any questions about one of these transactions, write us at the address indicated below:

ZkrillaFinance, Inc.

1700 S. Lamar Blvd. Suite #338

Austin, TX, 78704

Email: support@ZkrillaFi.com

IF YOUR ZKRILLAFI APP LOGIN ID OR PASSWORD IS LOST OR STOLEN, NOTIFY US AT ONCE BY CALLING OR WRITING TO US AT THE TELEPHONE NUMBER OR ADDRESS LISTED ABOVE.

27. SEVERABILITY

If any provision of this Agreement is found to be invalid, unlawful, void, or unenforceable by either an arbitrator or a court of competent jurisdiction, this Agreement's remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

28. WAIVER

You agree that if ZkrillaFi does not enforce any of its legal rights or remedies under this Agreement, or other legal rights or remedies ZkrillaFi has under applicable laws, this shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever.

29. GENERAL PROVISIONS

This Agreement is the entire understanding and agreement between you and ZkrillaFi. This Agreement supersedes any previous Terms of Use agreement or other agreement to which you and ZkrillaFi may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

30. AUTHORIZATION FOR THE SOCIAL SECURITY ADMINISTRATION TO DISCLOSE YOUR SOCIAL SECURITY NUMBER VERIFICATION

When you click on the confirm button on the “Verify your Identity” page, you authorize the Social Security Administration (SSA) to verify and disclose to ZkrillaFi, Inc. through Socure, Inc., their service provider, for the purpose of verifying your identity, whether your name, Social Security Number (SSN) and date of birth you have submitted matches the information in SSA records. This consent is for a one-time validation within 90 days of the date of submission.

31. COMPLAINTS

If you have a complaint, the best way is to contact us is via the in-app chat. Please clearly communicate in your initial chat message that you are making a complaint. By doing this, you’ll help us to make sure your complaint goes through the right process, and that the issue is resolved as quickly as possible. You can also email us at **support@ZkrillaFi.com**

You must contact us within 90 days of the incident or issue involved in your complaint. Please provide your name and the email address associated with your ZkrillaFI account.

Once we have received your complaint, we will acknowledge this via email. We will then investigate all the details of your complaint. We will respond with a resolution or update within 10 business days after we receive your complaint. If we need more time, however, we may take up to 45 days to investigate your complaint.

32. TERMS & CONDITIONS

1. WRITTEN INSTRUCTIONS FOR CREDIT EDUCATION SERVICES.

WHO MAY USE – (a) You agree that You will use the ZkrillaFi Services only for your own behalf. You will be responsible for all use of your membership number and must notify ZkrillaFi immediately of any unauthorized use of your membership number, or the theft or misplacement of your membership number.

(b) You understand that by enrolling in the ZkrillaFi Service, You are providing “written instructions” in accordance with the federal Fair Credit Reporting Act, as amended (“FCRA”), for ZkrillaFi and its service providers, which may include CSIdentity Corporation (“CSID”), to obtain information from your personal credit profile from

Experian, Equifax, and Transunion, the three major credit reporting agencies. You authorize ZkrillaFi and its service providers to use your Social Security number to access your personal credit profile, to verify your identity, and to provide credit monitoring, reporting, and scoring products.

2. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

SUMMARY:

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY EMAILING CUSTOMER SERVICE AT SUPPORT@ZKRILLAFI.COM. IN THE UNLIKELY EVENT THAT CUSTOMER SERVICE IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE WITH ZKRILLAFI OR ZKRILLAFI'S SERVICE PROVIDER(S) TO YOUR SATISFACTION (OR IF ZKRILLAFI AND/OR ZKRILLAFI'S SERVICE PROVIDER(S) HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), YOU, ON THE ONE HAND, AND ZKRILLAFI AND/OR ZKRILLAFI'S SERVICE PROVIDER(S), ON THE OTHER, EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. WE WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, YOU, ON THE ONE HAND, AND ZKRILLAFI AND/OR ZKRILLAFI'S SERVICE PROVIDER(S), ON THE OTHER, WOULD BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM EACH OTHER PARTY TO THE SAME EXTENT AS YOU AND THEY WOULD BE IN COURT.

Arbitration Agreement:

(B) ARBITRATION – You, on the one hand, and ZkrillaFi and/or ZkrillaFi's service provider(s), on the other, agree that any claim or dispute ("Claim") between us shall, at the election of any one of us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its rules for consumer arbitrations. It is the parties' intent that this arbitration provision be construed broadly, including that this arbitration agreement include any Claims by You against ZkrillaFi or ZkrillaFi's service provider(s) as well as their respective corporate affiliates for claims arising out of this Agreement directly related to the services or product/service websites. However, any disputes or claims you may have which relate to your credit report, or any claims arising out of or relating to the Fair Credit Reporting Act ("FCRA") and/or the FCRA's state law equivalent(s), are not subject to or

governed by this agreement to arbitrate. You agree that, by entering into this Agreement, You, ZkrillaFi and ZkrillaFi's service provider(s) are each waiving the right to a trial by jury or to participate in a class action. At your request, we will promptly reimburse you for your payment of your arbitration filing fee. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly after receiving a written request). The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. YOU, ON ONE HAND, AND ZKRILLAFI AND/OR ZKRILLAFI'S SERVICE PROVIDER(S), ON THE OTHER, AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless You, on one hand, and ZkrillaFi and/or ZkrillaFi's service provider(s), on the other, agree otherwise, the arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision in the preceding sentence is found to be unenforceable, then the entirety of this arbitration provision in this Section 32 shall be null and void. Notwithstanding any of the foregoing provisions, any party may bring an individual action in small claims court. The parties to this Agreement acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow substantive law to the extent consistent with the FAA and shall honor any claims or privileges recognized by law. The terms of this Section 32 shall survive any termination, cancellation or expiration of this Agreement.

LIABILITY – NEITHER ZKRILLAFI, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES SHALL HAVE ANY LIABILITY TO YOU AS AN AGENT IN OBTAINING COPIES OF: YOUR PERSONAL CREDIT REPORT, CREDIT ALERT REPORT, QUARTERLY UPDATE, OR CREDIT SCORE. NEITHER ZKRILLAFI, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, FOR THE ACCURACY OF THE INFORMATION CONTAINED IN OR PROVIDED IN CONJUNCTION WITH THE ZKRILLAFI SERVICE. NEITHER ZKRILLAFI, CSID, NOR ANY OF THEIR RESPECTIVE AFFILIATES ASSUME ANY LIABILITY FOR DAMAGES, DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES OR YOUR REQUEST, USE OR ATTEMPTED USE OF THE SERVICES. NEITHER ZKRILLAFI, NOR ANY OF THEIR RESPECTIVE AFFILIATES OR CREDIT INFORMATION SUBCONTRACTORS ARE RESPONSIBLE FOR NEGATIVE FACTUAL INFORMATION CONTAINED IN ANY REPORTS YOU RECEIVE AS PART OF THE SERVICE. THE AGGREGATE LIABILITY OF ALL SUCH PARTIES TO YOU IN ANY EVENT IS LIMITED TO THE AMOUNT WHICH YOU HAVE PAID ZKRILLAFI FOR

YOUR MEMBERSHIP. THE ZKRILLAFI SERVICE IS NOT A CREDIT COUNSELING SERVICE AND DOES NOT PROMISE TO HELP YOU OBTAIN A LOAN OR IMPROVE YOUR CREDIT RECORD, HISTORY, OR RATING. THE TERMS OF THIS SECTION SHALL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THIS AGREEMENT.

3. SCORE DISCLOSURES

VANTAGESCORE 3.0 CREDIT SCORE

VantageScore 3.0, with scores ranging from 300 to 850, is a user-friendly credit score model developed by the three major nationwide credit reporting agencies, Experian®, TransUnion®, and Equifax®. VantageScore 3.0 is used by some but not all lenders. Higher scores represent a greater likelihood that you'll pay back your debts so you are viewed as being a lower credit risk to lenders. A lower score indicates to lenders that you may be a higher credit risk.

There are three different major credit reporting agencies, Experian, TransUnion, and Equifax that maintain a record of your credit history known as your credit file. Credit scores are based on the information in your credit file at the time it is requested. Your credit file information can vary from agency to agency because some lenders report your credit history to only one or two of the agencies. So, your credit scores can vary if the information they have on file for you is different. Since the information in your file can change over time, your credit scores also may be different from day-to-day.

Different credit scoring models can also give a different assessment of the credit risk (risk of default) for the same consumer and same credit file.

There are different credit scoring models which may be used by lenders and insurers. Your lender may not use VantageScore 3.0, so don't be surprised if your lender gives you a score that's different from your VantageScore. (And your VantageScore 3.0 may differ from your score under other types of VantageScores). Just remember that your associated risk level is often the same even if the number is not. For some consumers, however, the risk assessment of VantageScore 3.0 could vary, sometimes substantially, from a lender's score. If the lender's score is lower than your VantageScore 3.0, it is possible that this difference can lead to higher interest rates and sometimes credit denial.

33. CONTACTING US

If you have questions regarding the Agreement or the practices of ZkrillaFi, please contact us by email at support@ZkrillaFi.com or by regular mail at ZkrillaFinance, Inc. 1700 S. Lamar Blvd, Suite 338 Austin, TX, 78704.