

## Terms of Service Agreement

Last updated February 1, 2024

This Terms of Service Agreement (this "Agreement") is made and entered into by and between you, as a User (as defined below), and Franklin Systems Inc. and its subsidiaries and affiliates (collectively, "Franklin"). This Agreement contains the terms and conditions that govern the use of Franklin's payroll platform (the "Platform"). Franklin directly, and through its website (<https://www.hellofranklin.co>) and the associated domains thereof (the "Site"), offers customers the content, tools, features, products, services and functionality collectively, the "Services").

This Agreement governs your use or access the Platform and/or the Services, in their company's capacity or in an individual capacity, including authorized users representing the company, its employees, or other persons using or accessing the Services (collectively, "Users" and each, a "User"). For purposes of this Agreement, "you" and "your" means you as the User. If you use the Services of Platform on behalf of a company or other entity, then "you", "your" and "User" includes you and that entity and you represent and warrant that (a) you are an authorized representative of the entity with the authority to bind the entity to this Agreement and (b) you agree to this Agreement on the entity's behalf. By clicking the applicable button to indicate User's acceptance of this Agreement, or by accessing or using the Platform and/or Services, User agrees, effective as of the date of such action, to be bound by this Agreement.

Please review this Agreement carefully, as it includes important information about your legal rights. By accessing and/or using the Services and/or Platform, you agree to this Agreement. In particular, please review Section 25 of this Agreement carefully, as it contains an arbitration provision and class action waiver which requires User to resolve disputes with Franklin through final, binding arbitration on an individual basis. By entering into this Agreement, User is acknowledging that User has read and that

User understands the terms and conditions of this Agreement and that User agrees to be bound by all the terms hereof.

#### 1. Additional Terms for Services

Franklin's provision of any Service is subject to the terms of this Agreement and any supplemental terms referenced herein or which Franklin may present User with for review and acceptance at the time User subscribes to such Service (each, "Service Terms"), and any Service Terms shall be incorporated into and form a part of this Agreement. If the terms hereof conflict with any Service Terms, the Service Terms will govern with respect to the matters contemplated thereby.

#### 2. Services Fees and Charges

User agrees to pay the fees for the Services in accordance with the applicable fee schedules, and User authorizes Franklin to debit User's designated bank account or wallet address, as specified by User through the Platform for all fees as they become payable. Unless otherwise stated in the applicable Service Terms, fees for the Services are based on the calendar months in which User is enrolled in any Services or using the Platform (so, for example, if User is enrolled in a Service Plan for a given calendar month, User would be charged for such month even if User does not run payroll in such month), and such fees are applied in full for a given calendar month, regardless of whether User is only enrolled in the Services for a portion of such month. Except for certain fees for particular add-on services that User has opted into, fees for the Services will be billed to User and debited from User's Bank Account on a monthly calendar basis, in arrears. Notwithstanding the foregoing, Franklin may invoice User for any applicable, outstanding fees, and User shall pay such invoice within fifteen (15) days of receipt thereof via money transfer, ACH, check, or any other payment method Franklin may deem acceptable in its sole discretion. All fees are non-refundable. User agrees to reimburse Franklin for any sales, use, and similar taxes arising from the provision of the Services that any federal, state, or local governments may impose.

Franklin may charge additional fees for exceptions processing, setup, and other special services (including optional add-on services).

Franklin reserves the right to change the fees for its Services from time to time. User will be notified of any change to existing fees at least thirty (30) days before the fee change goes into effect. If a fee increase or change to this Agreement is not acceptable to User, User may cancel the Services as provided herein prior to the time when such fee increase or change to this Agreement takes effect. User's continued use of the Services or Platform beyond the cancellation window constitutes User's agreement to those changes. If Franklin is unable to collect fees due because of insufficient funds in User's Bank Account or for any other reason, User must pay the amount due immediately upon demand, plus any applicable exceptions processing fees, bank fees, or charges for return items, plus interest at the lesser of 18% per annum or the maximum rate permitted by law, plus attorneys' fees and other costs of collection as permitted by law.

### 3. User Accounts

To use the Platform, User must create and maintain an account with Franklin (an "Account"). You can create an account by linking your bank account or wallet address to the Website and providing an email address and password that will be associated with your account. You agree to provide us with accurate, complete, and updated information for your Account. You are solely responsible for any activity on your Account and for maintaining the confidentiality and security of your password and Account. Franklin is not liable for any acts or omissions by you in connection you're your account. You must immediately notify [contact@franklin.co](mailto:contact@franklin.co) if you know or have any reason to suspect that your Account or password has been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of your Account. User hereby authorizes Franklin to obtain and store User's Account information as necessary to make the Platform available to User.

#### 4. Who May Use the Platform

User may use the Services and/or Platform only if User is thirteen (13) years of age or older and is not barred from using the Services under applicable law. Children under the age of thirteen (13) are not permitted to use the Services or Platform. Further, minors under the age of majority in their jurisdiction but that are at least thirteen (13) years of age are only permitted to use the Services and/or Platform if the minor's parent or guardian accepts this Agreement and the terms and conditions contained herein. By using the Services and/or Platform, you represent and warrant that you meet this requirement. In furtherance of our policy of not collecting personal information from persons under the age of thirteen (13), Users are not allowed to give Franklin the personal information of any person under the age of thirteen (13) for any reason.

#### 5. Privacy Policy

Please refer to Franklin's Privacy Policy for information on how Franklin collects, uses, and discloses information from Users. User acknowledges and understands that Franklin may collect, use, and disclose User's information pursuant to Franklin's Privacy Policy, as it may be updated from time to time.

#### 6. User's Compliance with the Agreement

Use of the Platform and/or the Services are each conditioned upon User's full compliance with this Agreement and all applicable laws, rules, and regulations.

#### 7. User Is Responsible for Certain Information and Obligations Relating to the Services

User will designate and authorize either itself and/or one or more individuals with authority to (i) act on User's behalf, (ii) provide information on User's behalf, and (iii) bind User and/or User's business with respect to the Services (each such individual, an "Account Administrator"). An Account Administrator is authorized by User to access the Services by entering a confidential user ID and password. Such Account login information will entitle the Account Administrator, depending on their designation and

the permissions given by User, to have the authority to input information and access, review, modify, and/or provide approvals on User's behalf.

User is solely responsible for all actions taken under any Account that User has access to. Any actions taken under Accounts that User has access to will be deemed authorized by User, regardless of User's knowledge of such actions (the "Authorized Actions"). Authorized Actions include but are not limited to (i) actions taken by User, an Account Administrator, or an authorized representative of User (an "Authorized Representative"), and (ii) actions that User, an Account Administrator, or an Authorized Representative (or anyone that Franklin reasonably believes to be User, an Account Administrator, or an Authorized Representative) directs or instructs Franklin to take on its behalf.

In addition, User is solely responsible for (i) following instructions that Franklin provides to User with respect to the Services, whether such instructions are provided via the Platform, email, or otherwise, (ii) obtaining, maintaining, and keeping secure any equipment and ancillary services necessary to connect to, access, or otherwise utilize the Platform, including but not limited to internet access, networking equipment, hardware, software, and operating systems, and (iii) maintaining applicable accounts with providers of Third-Party Services (as defined below) utilized by User.

User will, and will cause authorized users of User's Account, including but not limited to Account Administrators and Authorized Representatives, to take reasonable steps to adequately secure, and keep confidential, any User Account passwords or credentials, and any information accessible via the User Account. If User believes or suspects that User's Account or passwords or credentials for User's Account have been disclosed to, accessed by, or compromised by unauthorized persons, User must immediately notify Franklin. Franklin reserves the right to prevent access to the Services if Franklin has reason to believe that User's Account or passwords or credentials for User's Account have been compromised.

User is responsible for timely providing Franklin with the information required for Franklin to perform the Services. User may furnish such information directly to Franklin or via an Account Administrator or Authorized Representative, such as User's accountant. Furthermore, User represents and warrants to Franklin that for any information that User shares with Franklin, whether directly, via its Account Administrator, or via its Authorized Representative, User has the authority to share such information. User is responsible for the accuracy and completeness of information provided to Franklin, and User will ensure that any such information, whether provided by User, an Account Administrator, or Authorized Representative, is accurate and complete. Moreover, User is required to maintain the accuracy and completeness of such information on an ongoing basis and will promptly notify Franklin, whether directly or through an Account Administrator or Authorized Representative, of any changes to the information provided to Franklin.

In addition, User, whether directly or through its Account Administrators or Authorized Representatives, is responsible for reviewing any reports, filings, information, documents or materials (collectively, the "Materials") posted to the Platform by Franklin (or otherwise made available to User by Franklin) for User's review, and User or its Account Administrators or Authorized Representatives must notify Franklin of any inaccuracies in the Materials as soon as possible, or within the time period specified in communications received from Franklin.

User, whether directly or through its Account Administrators or Authorized Representatives, is also obligated to promptly notify Franklin of any third-party notices that User may receive which could affect Franklin's ability to effectively provide the Services or increase the likelihood that a Claim (as defined below) is brought against User or Franklin in connection with the Services, such as notices from the Internal Revenue Service or other government agencies regarding penalties or errors relating to the Services, and, if User subscribes to the Benefits Service (as defined in the Health Insurance Benefits Service Terms), notices from insurance

carriers regarding eligibility, enrollment, payment, or any other communications affecting the contract of services with that insurance carrier.

User agrees that, to the fullest extent permitted by law, the provision of Account login credentials (e.g., username and password) or identity verification credentials to Franklin by User, an Account Administrator, or an Authorized Representative, together with any actions authorized by such foregoing parties via the Platform (e.g., clicking the "Submit Payroll" or other buttons) or otherwise (e.g., verbally telling a Franklin Customer Care representative to take an action), will have the same effect as such parties providing a written signature authorizing electronic payments, filings, or any other actions in connection with the Services.

#### 8. User Verification

User gives Franklin permission to obtain, verify, and record information that identifies the individual who creates an Account, is the intended user of an Account, or accesses the Services. Franklin may ask for User's name, address, date of birth, social security number, and other information that will allow Franklin to identify User. Franklin may also ask to see User's driver's license or other identifying documents. User consents to and authorizes Franklin to, as applicable, obtain credit reports about User's business, and to report adverse credit information about User's business to others, including but not limited to the Internal Revenue Service and any applicable state taxing authorities. Franklin may, at its discretion, decline to offer the Services for any reason, including in the event that the Services enrollment process is not satisfactorily completed, Franklin is unable to verify satisfactory credit of User's business, and/or for other lawful business reasons.

#### 9. Third-Party Services, Websites, and Resources

The Platform and/or certain Services, may display, include or make available content, data, information, application or materials of third parties or provide links to certain third-party websites (including but not limited to Twitter and Discord) (each such service, a "Third-Party Service," and each such partner, a "Partner"). By using the

Services and/or Platform User is solely responsible for, and assumes all risk arising from User's receipt of any Third-Party Service. You acknowledge and agree that Franklin is not responsible for Third-Party Services or any material, information, or results made available through Third-Party Services. Franklin is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality of any other aspect of any Third-Party Service. The applicable Partners may require User to agree to terms and conditions or agreements with respect to their provision of the Third-Party Services to User. If User elects to receive a Third-Party Service, User authorizes Franklin to submit to the applicable Partner any and all documents and information about User, User's business and User's business' employees that are necessary for such Partner to provide the Third-Party Service to User, including, without limitation, User's payroll information, bank account information, User's employees' bank account information, and any additional information, such as the personal information of User's employees, requested by such Partner that User has provided to Franklin in connection with this Agreement and User's receipt of the Services (collectively, the "Shared Information"). User is responsible for the accuracy of all Shared Information. User represents and warrants that User has all the rights in and to any Shared Information necessary to provide Shared Information to Franklin and for Franklin to provide it to Partners, and that Franklin's use or disclosure of Shared Information as contemplated hereunder will not violate any rights of privacy or other proprietary rights, or any applicable local, state, or federal laws, regulations, orders, or rules. User agrees that by electing to receive a Third-Party Service, and by consenting and authorizing Franklin to submit User's Shared Information to a Partner, User has waived and released any Claim against Franklin and its directors, officers, and employees arising out of a Partner's use of User's Shared Information, even if that use is not authorized by the applicable agreement between User and the Partner.

The Platform and the Services may contain links to third-party websites or resources. Franklin provides these links only as a convenience and is not responsible for the



content, products, or services on or available from those websites or resources, or links displayed on such websites. User acknowledges its sole responsibility for, and assumes all risk arising from, User's use of any third-party websites or resources.

#### 10. User Content and Licenses Granted

In connection with your use of the Services, you may be able to post, upload, or submit content to be made available through the Services ("Your Content"). In order to operate the Service, Company and Pace must obtain from you certain license rights in Your Content so that actions we take in operating the Service are not considered legal violations. Accordingly, by using the Service and uploading Your Content, you grant us a license to access, use, host, cache, store, reproduce, transmit, display, publish, distribute, and modify (for technical purposes, e.g., making sure content is viewable on smartphones as well as computers and other devices) Your Content but solely as required to be able to operate and provide the Services. You agree that these rights and licenses are royalty free, transferable, sub-licensable, worldwide, and irrevocable (for so long as Your Content is stored with us), and include a right for us to make Your Content available to, and pass these rights along to, others with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services, and to otherwise permit access to or disclose Your Content to third parties if we determine such access is necessary to comply with our legal obligations. As part of the foregoing license grant you agree that the other users of the Services shall have the right to comment on and/or tag Your Content and/or to use, publish, display, modify, or include a copy of Your Content as part of their own use of the Services; except that the foregoing shall not apply to any of Your Content that you post privately for non-public display on the Services. By posting or submitting Your Content through the Services, you represent and warrant that you have, or have obtained, all rights, licenses, consents, permissions, power, and/or authority necessary to grant the rights granted herein for Your Content. You agree that Your Content will not contain material subject to copyright or other proprietary

rights, unless you have the necessary permission or are otherwise legally entitled to post the material and to grant us the license described above.

#### 11. Franklin's Intellectual Property Rights

"Franklin Content" means text, graphics, images, music, software, audio, video, works of authorship of any kind, and documents, information, or other materials that are posted, generated, provided, or otherwise made available through the Platform and/or Services by Franklin, other than User Content. User Content and Franklin Content shall be collectively referred to herein as "Content." Franklin and its licensors exclusively own all worldwide right, title, and interest in and to the Franklin Content, and also in and to the Platform and the Services, including in each case all associated intellectual property rights ("Franklin IP"). User acknowledges that the Platform, Services, and Franklin Content are protected by copyright, trademark, and other laws of the United States and foreign countries. User agrees not to remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform, Services, or Franklin Content. This Agreement does not convey any proprietary interest in or to any Franklin IP or rights of entitlement to the use thereof except as expressly set forth herein. Any feedback, comments, and suggestions User may provide for improvements to the Platform, Services, or Franklin Content ("Feedback") is given entirely voluntarily and Franklin will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind.

## Notice of Infringement-DMA Policy

If you believe that any text, graphics, photos, audio, videos or other materials or works uploaded, downloaded or appearing on the Platform and/or Services have been copied in a way that constitutes copyright infringement, you may submit a notification to our copyright agent in accordance with 17 USC 512(c) of the Digital Millennium Copyright Act (the "DMCA"), by providing the following information in writing:

- identification of the copyrighted work that is claimed to be infringed;
- identification of the allegedly infringing material that is requested to be removed, including a description of where it is located on the Platform and/or Service;
- information for our copyright agent to contact you, such as an address, telephone number, and e-mail address;
- a statement that you have a good faith belief that the identified, allegedly infringing use is not authorized by the copyright owners, its agent or the law;
- a statement that the information above is accurate, and under penalty of perjury, that you are the copyright owner or the authorized person to act on behalf of the copyright owner; and
- the physical or electronic signature of a person authorized to act on behalf of the owner of the copyright or of an exclusive right that is allegedly infringed.

Notices of copyright infringement claims should be sent by mail to 429 Lenox Avenue, Miami Beach, FL 33139 Attn: Legal Department or by e-mail to [contact@franklin.co](mailto:contact@franklin.co). It is our policy, in appropriate circumstances and at our discretion, to disable or terminate the use of Platform and/or Services via the Accounts or any corresponding bank accounts or wallets connected to the Accounts of users who repeatedly infringe copyrights or intellectual property rights of others.

Any user of the Services who has uploaded or posted materials identified as infringing as described above may supply a counter-notification pursuant to sections 512(g)(2) and (3) of the DMCA. When Franklin receives a counter-notification, we may reinstate the posts or material in question, in our sole discretion. To file a counter-notification

with us, you must provide a written communication (by fax or regular mail or by email) that sets forth all of the items required by sections 512(g)(2) and (3) of the DMCA. Please note that you will be liable for damages if you materially misrepresent that content or an activity is not infringing the copyrights of others.

### 13. General Prohibitions

User agrees not to take any of the following actions, unless applicable laws or regulations prohibit these restrictions, or you have our prior written permission to do so:

- Post, upload, publish, submit, share, distribute, or transmit any User Content that: (i) User lacks the authority to post, upload, publish, submit, share, distribute, or transmit; (ii) infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy; (iii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iv) is fraudulent, false, misleading, or deceptive; (v) is defamatory, indecent, obscene, vulgar, or offensive; (vi) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (vii) is violent or threatening or promotes violence or actions that are threatening to any person or entity; (viii) promotes illegal or harmful activities or substances; or (ix) contains software viruses, worms, defects, Trojans, adware, spyware, malware, or other similar computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware device;
- Use the Services other than as authorized in this Agreement;
- Resell, sublicense, timeshare, or otherwise share the Services with any third party;
- Display, mirror, or frame (i) the Site, or the layout or design of any page on the Site or form contained on a page; (ii) the Platform; (iii) the Services; or (iv) Franklin Content or any individual element within the Site, Platform, or Services, including Franklin's name and any Franklin trademark, logo, or other proprietary information, in each case, without Franklin's express prior written consent;

- Access, tamper with, or use non-public areas of the Platform, Services, Franklin's computer systems, or the technical delivery systems of Franklin's providers;
- Interfere or attempt to interfere with the proper working of the Platform or the Services (including but not limited to any application, function, or use of the Services) or any activities conducted on the Services;
- Take any action that imposes or may impose (as determined by Franklin in Franklin's sole discretion) an unreasonable or disproportionately large load on Franklin's (or Partners') infrastructure;
- Use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site;
- Harvest or "scrape" any Content from the Platform or Services (such prohibited "scraping" includes, but is not limited to, (i) the use of any automated process or software that sends more requests to Franklin's Platform than a human could reasonably produce in the same period of time in order to extract Content from the Platform or Services, and; (ii) the sharing of User's Account credentials with a third party service in order for such third party service to impersonate User and extract Content from the Platform or Services via automatic processes) without Franklin's express written consent;
- Attempt to probe, scan, or test the vulnerability of any Franklin system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Franklin or any of Franklin's providers or any other third party (including another User) to protect the Platform, Services, or Content;
- Attempt to access or search the Platform, Services, or Content or download Content from the Platform or Services through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, data mining tools, or the like), other than the software and/or search agents provided by Franklin or other generally available third-party web browsers;

- Access the Services for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation through the Platform or Services;
- Use any meta tags or other hidden text or metadata utilizing a Franklin trademark, logo, URL, or product name without Franklin's express written consent;
- Use the Platform, Services, or Content, or any portion thereof, (i) for any purpose other than User's internal business purposes, or (ii) for the benefit of any third party or in any manner not permitted by this Agreement;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Platform, Services, or Content to send altered, deceptive, or false source-identifying information;
- Attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to derive any source code, or underlying ideas, or algorithms of any of the software used to provide the Platform, Services, or Content;
- Modify, translate, or otherwise create derivative works of any part of the Platform, Services, or Content other than User's own User Content;
- Interfere with, or attempt to interfere with, the access of any User, host, or network, or use any device, software, or routine that is intended to damage, surreptitiously intercept, or expropriate any system, data, or communication, including, without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Platform or Services;
- Collect from or store on the Platform or Services any personally identifiable information or protected health information of other Users without their express permission;
- Impersonate or misrepresent User's affiliation with any person or entity;
- Engage in any fraudulent, deceptive, or illegal practices or activities, or use the Services to directly or indirectly support any such practices or activities;

- Violate any applicable law, rule, or regulation, or the National Automated Clearing House Association Operating Rules, as they may be amended from time to time (as amended, the "NACHA Rules"); or
- Encourage, assist, or enable any other individual to do any of the foregoing.

## 12. Franklin's Rights to Monitor User Content and Conduct

Although Franklin is not obligated to monitor access to or use of User Content or to review or edit any User Content, Franklin has the right to do so for the purposes of operating the Platform and Services, ensuring compliance with this Agreement, and complying with applicable law or other legal requirements. Franklin reserves the right, but is not obligated, to remove or disable access to any User Content, at any time and without notice, for any reason, including, but not limited to, if Franklin, at Franklin's sole discretion, considers any User Content to be objectionable or in violation of this Agreement.

Franklin has the right to monitor access to and use of the Platform, Services, and Content and to investigate conduct that Franklin believes could affect the Platform, Services, or Content, including violations of this Agreement. Franklin may also consult and cooperate with law enforcement authorities and administrative agencies to prosecute Users who violate the law.

## 13. E-Signatures

Franklin provides an electronic signature service (the "E-Sign Service") which allows parties to sign documents electronically. Each time that User uses the E-Sign Service, User is expressly (i) affirming that User is able to access and view the document (the "Document") User is electronically signing via the E-Sign Service; (ii) consenting to conduct business electronically with respect to the transaction contemplated by the Document; and (iii) agreeing to the use of electronic signatures for the Document.

Franklin has no responsibility or liability with respect to the content, validity, or enforceability of any Document, nor is it responsible or liable for any matters or disputes arising from the Documents.

Franklin makes no representations or warranties regarding the validity or enforceability of electronic documents or electronic signatures. UNDER APPLICABLE U.S. STATE AND FEDERAL LAWS, ELECTRONIC SIGNATURES ARE NOT ENFORCEABLE ON SOME DOCUMENTS. IT IS USER'S RESPONSIBILITY TO CONSULT WITH AN ATTORNEY TO DETERMINE WHETHER A DOCUMENT WILL BE ENFORCEABLE IF IT IS ELECTRONICALLY SIGNED VIA THE E-SIGN SERVICE.

#### 14. Franklin Makes No Representations Regarding Platform Availability

Franklin makes no representations or warranties about the Platform's uptime, availability, or permissibility in any particular geographical location. From time to time, scheduled system maintenance or emergency maintenance may occur, and during such maintenance periods, the Platform may be inaccessible and unavailable, with or without notice to User.

#### 15. The Platform Can Cause Irrevocable Damage to User Content

The Platform's performance of actions initiated by User may irrevocably modify and/or delete User Content. USER ACKNOWLEDGES AND AGREES THAT FRANKLIN IS NOT RESPONSIBLE FOR THE LOSS OR MODIFICATION OF ANY USER CONTENT AND THAT USER'S USE OF THE PLATFORM IS AT USER'S OWN RISK.

#### 16. Warranty Disclaimers

User's use of the Platform, Services, and Content is entirely at User's own risk. Franklin is not in the business of providing legal, regulatory, tax, financial, accounting, employment, or other professional services or advice. Any information provided by Franklin via the Platform or otherwise is meant for informational purposes only and should not be interpreted as professional advice. User should consult a professional that is trained or licensed in the relevant area if User needs such assistance.



TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM, SERVICES, AND FRANKLIN CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY FRANKLIN. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FRANKLIN DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, FRANKLIN MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION OR FRANKLIN CONTENT IN OR LINKED TO THE SERVICES. FRANKLIN CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF USER CONTENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO USER CONTENT. FRANKLIN DOES NOT WARRANT THAT THE PLATFORM, SERVICES, OR FRANKLIN CONTENT WILL (I) MEET USER'S EXPECTATIONS OR REQUIREMENTS; (II) BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (III) BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION. IN ADDITION, FRANKLIN EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR MAKING SURE THAT DOCUMENTS WHICH ARE ELECTRONICALLY SIGNED VIA THE E-SIGN SERVICE ARE VALID AND ENFORCEABLE UNDER ANY APPLICABLE U.S. LOCAL, STATE, OR FEDERAL LAWS, OR THE LAWS OF ANY OTHER JURISDICTION.

If any error results, whether directly or indirectly, from Franklin's reliance on information (or modifications to information) provided by User, an employee or independent contractor of User, an Account Administrator, an Authorized Representative, or anyone that Franklin reasonably believes to be User, an employee or independent contractor of User, an Account Administrator, or an Authorized Representative of User (each such error, a "Resulting Error"), then Franklin will attempt to correct the Resulting Error, but Franklin makes no warranties or guarantees that it will be able to partially or fully correct the Resulting Error.

Franklin does not warrant, endorse, guarantee, or assume responsibility for any product or service, including without limitation Third-Party Services, advertised or offered by a third party through the Platform or any hyperlinked website or service, and Franklin will not be a party to or in any way be responsible for monitoring any transaction between User and third-party providers of products or services.

#### 17. Indemnity

User will indemnify and hold harmless Franklin and its officers, directors, employees, and agents (the "Indemnified Parties"), from and against any claims, disputes, demands, liabilities, damages, losses, costs, judgements, penalties, fines, and expenses (including, without limitation, reasonable legal and accounting fees) (collectively, the "Claims"), arising out of or in any way connected with (i) User's access to or use of the Platform, Services, or Content; (ii) User Content; (iii) User's violation or alleged violation of this Agreement; (iv) User's violation or alleged violation of any third party right, including without limitation any right of privacy or publicity, or any right provided by any labor or employment law, rule, or regulation, or any intellectual property right; (v) User's violation or alleged violation of any applicable law, rule, or regulation, including but not limited to wage and hour laws; (vi) User's violation of the NACHA Rules; (vii) User's gross negligence, fraudulent activity, or willful misconduct; (viii) Franklin's or any other Indemnified Party's use of or reliance on information or data furnished by User, an employee or independent contractor of User, User's Account Administrator, or User's Authorized Representative in providing the Services, or otherwise in connection with this Agreement; (ix) actions or activities that Franklin or any other Indemnified Party undertakes in connection with the Services or this Agreement at the direct request or instruction of anyone that Franklin or any other Indemnified Party reasonably believes to be User, an Account Administrator, or an Authorized Representative (each such action or activity, a "Requested Action"); (x) Franklin's or any other Indemnified Party's use of or reliance on information or data resulting from such Requested Actions; or (xi) User's failure, or

the failure of any Account Administrators or Authorized Representatives, to properly follow Franklin's instructions with respect to the Services.

#### 18. Limitation of Liability

Franklin is not responsible or liable for (i) User Content or anyone's reliance on User Content; (ii) Resulting Errors or any consequences or Claims directly or indirectly arising from Resulting Errors; (iii) any consequences or Claims directly or indirectly resulting from User's delay in providing, or User's failure to provide, Franklin with information necessary for its provision of Services; (iv) User's violation of the NACHA Rules; (v) unauthorized third-party actions taken in User's Account and any transactions, consequences, or Claims arising therefrom; (vi) User's negligence or any negligence of User's Account Administrator or Authorized Representative; (vii) any Claims, or portions of any Claims, that could have reasonably been avoided or mitigated by User through reasonable efforts; (viii) any circumstances or Claims arising out of or related to a Partner's use of User's Shared Information; (ix) any Requested Actions, or any consequences or Claims directly or indirectly resulting therefrom; or (x) User's failure, or the failure of any Account Administrators or Authorized Representatives, to properly follow Franklin's instructions with respect to the Services.

NEITHER FRANKLIN NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM, SERVICES, OR FRANKLIN CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT, WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FRANKLIN HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY

SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO USER. IN NO EVENT WILL FRANKLIN'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM, SERVICES, OR CONTENT EXCEED THE AMOUNTS USER HAS PAID TO FRANKLIN FOR USE OF THE PLATFORM, SERVICES, OR CONTENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FRANKLIN AND USER.

#### 19. Duty to Mitigate

If User becomes aware of, or reasonably should have been aware of, any facts, issues, information, or circumstances which are reasonably likely, whether alone or in combination with any other facts, issues, information, or circumstances, to lead to a Claim against Franklin or User in connection with this Agreement, User must use reasonable efforts to mitigate any loss that may give rise to such a Claim.

#### 20. Term; Termination; Suspension

The Services and this Agreement will continue until they are terminated by either party. User may terminate the Services and this Agreement through User's Account. Franklin may terminate the Services and this Agreement by giving User at least thirty (30) days' prior written notice. In addition to Franklin's foregoing termination right, Franklin may immediately suspend or restrict User's Account; suspend or restrict User's access to the Platform or any Services; block User's ability to use any particular feature of a Service; or immediately terminate the Services and this Agreement, in each case with or without notice to User, in the event that: (i) Franklin has any reason to suspect or believe that User may be in violation of this Agreement; (ii) Franklin determines that User's actions are likely to cause legal liability for or material negative

impact to Franklin; (iii) Franklin believes that User has misrepresented any data or information or that User has engaged in fraudulent or deceptive practices or illegal activities; and (iv) Franklin has determined that User is behind in payment of fees for the Services and User has not cured such non-payment within five (5) days of Franklin providing User with notice of the non-payment. Furthermore, while Franklin strives to support a multitude of business and organization types, in certain unique situations, if Franklin cannot support the payroll-related filings for User's business or organization type, Franklin may immediately terminate the Services and this Agreement upon written notice to User.

The termination of any of the Services or this Agreement will not affect User's or Franklin's rights with respect to transactions which occurred before termination. Franklin will have no liability for any costs, losses, damages, penalties, fines, expenses, or liabilities arising out of or related to Franklin's termination of this Agreement. Sections 2 (to the extent that there are any unpaid fees for services rendered as of the time of termination of this Agreement), 4, 5, 6, 11, 13, 14, and 16 through 28 of this Agreement, and any sections of the Service Terms which by their nature should survive, will survive and remain in effect even if this Agreement is terminated, cancelled, or rescinded.

Upon termination of any of the Service(s) and/or termination of this Agreement, User's right to access and use such terminated Services(s) will automatically terminate; *provided, however*, that Franklin will generally continue to provide User with the ability to access User's Account in a limited capacity with respect to such terminated Service(s) to view and download information that was available in User's Account at the time of termination of such Service(s) (the "Limited Access Rights"). While User has Limited Access Rights, User must use reasonable efforts to adequately secure, and keep confidential, any passwords or credentials for User's Account, and any information accessible via User's Account. Franklin may deny the Limited Access Rights to User, or Franklin may revoke the Limited Access Rights at any time, in its sole

discretion, if it has any reason to believe that User may have at any time breached Section 13 of this Agreement.

#### 21. Changes to the Agreement, Platform, or Service

Franklin may modify the Agreement at any time, in Franklin's sole discretion. If Franklin does so, Franklin shall let User know either by posting the modified Agreement on the Platform or Site or through other communications. It is important that User reviews the Agreement whenever Franklin modifies it because if User continues to use the Platform or Services after Franklin has notified User of the modification and the modified Agreement has been posted on the Platform or Site, User is indicating to Franklin that User agrees to be bound by the modified Agreement. If User does not agree to be bound by the modified Agreement, then User may not continue to use the Platform or Services. Because the Platform and Services are evolving over time, Franklin may change or discontinue all or any part of the Platform, Services, or Franklin Content at any time and without notice, at Franklin's sole discretion.

#### 22. Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.

#### 23. Arbitration

Notwithstanding any other provision in this Agreement, and except as otherwise set forth in this section, if either User or Franklin has any dispute, controversy, or claim, whether founded in contract, tort, statutory, or common law, concerning, arising out of, or relating to this Agreement, the Platform, or the Services, including any claim regarding the applicability, interpretation, scope, or validity of this arbitration clause and/or this Agreement (each of the foregoing, a "Legal Claim") that cannot be resolved directly between User and Franklin, then such Legal Claim will be settled by individual (not class or class-wide), confidential, binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the then-current Commercial Arbitration Rules and Mediation Procedures of the AAA (the "AAA Rules"),

including any expedited procedures. To initiate an arbitration proceeding, an arbitration claim must be submitted by the claimant (the "Claimant") to the AAA, and a written Demand for Arbitration must be provided to the other party (the "Opposing Party"), pursuant to the AAA Rules. Arbitration hearings will be held in New York, NY or any other location that is mutually agreed upon by User and Franklin. A single arbitrator will be mutually selected by Franklin and User and shall be (i) a practicing attorney licensed to practice law in New York or a retired judge; and (ii) selected from the arbitrators on the AAA's roster of commercial dispute arbitrators who have a background in payroll, health insurance, human resources, cryptocurrencies, and/or online commerce law (or if there are no such arbitrators, then from the arbitrators on the AAA's roster of commercial dispute arbitrators) (collectively, the "Arbitrator Requirements"). If Franklin and User cannot mutually agree upon an arbitrator within ten (10) days of the Opposing Party's receipt of the Demand for Arbitration from the Claimant, then the AAA shall appoint a single arbitrator that satisfies the Arbitrator Requirements. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including reasonable attorneys' fees and expert witness fees. The award rendered by the arbitrator shall be final and binding upon User and Franklin. A judgment on the award may be entered and enforced in any court of competent jurisdiction. Franklin may, in its sole discretion, commence an action in any state or federal court of competent jurisdiction within the County of New York, New York, for any monetary amounts that User owes to Franklin (each, an "Action"). User hereby waives any objection to jurisdiction or venue, or any defense claiming lack of jurisdiction or improper venue, in any Action brought by Franklin in such courts.

User and Franklin agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in this Agreement. USER FURTHER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT USER AND FRANKLIN ARE

EACH WAIVING THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AS TO DISPUTES HEREUNDER AND THAT USER IS WAIVING ITS RIGHT TO PARTICIPATE IN ANY CLASS ACTION PROCEEDING ARISING FROM THIS AGREEMENT.

#### 24. Franklin Is Not Responsible for Things Franklin Cannot Control

Franklin is not responsible or liable for any delays or failures in performance from any cause beyond Franklin's control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power outages, strikes, weather conditions, acts of hackers, acts of internet service providers, acts of any other third party, or acts or omissions of User.

Without limiting the generality of the foregoing or Section 18, the Platform and the Services rely on third-party technology and services, such as application programming interfaces, for Third-Party Services and web hosting services. Any change to the products or services offered by any of these third-party providers may materially and adversely affect, or entirely disable, User's use of or access to the Platform and the Services. Likewise, Franklin cannot guarantee that any User Content hosted on a third-party server will remain secure.

#### 25. General

This Agreement, including all applicable Service Terms, constitutes the entire agreement between Franklin and User regarding the Platform, Services, and Content and replaces all prior understandings, communications, and agreements, oral or written, regarding this subject matter. This Agreement may be modified only by a written amendment signed by the parties or as otherwise provided in Section 23. If any part of this Agreement is deemed to be unenforceable or invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. User may not assign this Agreement, by operation of law or otherwise, without Franklin's prior written consent. Any attempt by User to assign or transfer this Agreement, without such consent, will be null. Franklin may freely assign



or transfer this Agreement without restriction. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

Any notices or other communications provided by Franklin under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is given. For notices made by posting to the Platform, the date of such posting will be deemed the date that notice is given. Franklin's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Franklin. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

## 25. Injunctive Relief

You agree that a breach of these Terms will cause irreparable injury to Company and/or Pace for which monetary damages would not be an adequate remedy and Company and/or Pace shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.

California Residents. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

## 26. Electronic Transmission

This Agreement, and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof,

delivered in person. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.

## 27. Contact Information

If User has any questions about this Agreement, the Platform, or the Services, User may contact Franklin at [support@hellofranklin.co](mailto:support@hellofranklin.co) (484) 401-7312. Franklin, the provider of the Services, is located at 429 Lenox Avenue, #441, Miami Beach, FL 33139.