CASHOUT MERCHANT SERVICES AGREEMENT Version 2026-08-v3 Last updated: August 31, 2026

This Merchant Services Agreement (the "Agreement") is entered into by and between Cashout Mobile LLC, an Ohio limited liability company ("Cashout"), and the business entity or sole proprietor that accepts this Agreement through the Cashout merchant application or web portal ("Merchant"). Cashout and Merchant are each a "Party" and together the "Parties." This Agreement is effective as of the date Merchant first accepts it electronically (the "Effective Date"). By accepting, the individual represents that they are authorized to bind Merchant.

1. DEFINITIONS

1.1 "Platform" means the Cashout applications, merchant portal, APIs, and related services.

1.2 "Student" means a verified end user of the consumer application.

1.3 "Merchant Content" means the videos, images, business name, marks, logos, menus, descriptions, offers, and other materials Merchant uploads to, or authorizes Cashout to display on, the Platform.

1.4 "Coupon" means a promotional offer Merchant makes available for acquisition using the Platform's in-application rewards currency ("Dough").

1.5 "Redemption" means a Student's presentation and Merchant's honoring of a Coupon.

1.6 "Verified Visit" means a Redemption attributed through Cashout's View-Verified Redemption methodology to a Student's prior engagement with Merchant Content.

1.7 "Merchant Personnel" means Merchant's employees, managers, agents, or contractors whom Merchant authorizes to access the Platform.

1.8 "Fees" means the subscription, usage, overage, and other charges payable by Merchant under Section 4 and the accepted Order Summary.

1.9 "Billing Period" means a calendar-month period used to calculate Fees.

1.10 "Order Summary" means the versioned plan, price, intended content path, included usage, overage rates, Paid Start Date status, and commitment terms displayed to Merchant immediately before electronic acceptance and recorded on Merchant's account.

1.11 "Paid Start Date" means the first day of the first paid Billing Period identified by Cashout in Merchant's dashboard, Order Summary, or written notice. Cashout will notify Merchant before paid billing begins.

1.12 "Initial Commitment Period" means the first three (3) consecutive paid Billing Periods beginning on the Paid Start Date.

1.13 "Aggregated Data" means data aggregated and de-identified such that it does not identify, and cannot reasonably be used to identify, any individual Student.

2. THE PLATFORM AND LICENSE

2.1 Subject to Merchant's compliance with this Agreement, Cashout grants Merchant a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform during the Term for Merchant's internal business purposes.

2.2 The Platform presents Merchant Content to Students and records engagement, Redemptions, and Verified Visits. View counts, attribution figures, and analytics are measurements produced by Cashout's methodology for informational purposes. They are not warranties or guarantees of sales, foot traffic, or any particular business outcome.

2.3 Except for the limited license in Section 2.1, Cashout reserves all right, title, and interest in the Platform. Merchant shall not reverse engineer, decompile, scrape, resell, create derivative works of, or use the Platform to build a competing product.

3. MERCHANT CONTENT, MARKS, AND OFFERS

3.1 Merchant retains ownership of Merchant Content and grants Cashout a worldwide, non-exclusive, royalty-free license, during the Term and a commercially reasonable wind-down period, to host, reproduce, display, distribute, and perform Merchant Content and Merchant's name, marks, and logos within the Platform and in connection with promoting Merchant to Students.

3.2 Merchant represents that it owns or has secured all rights needed for Merchant Content; Merchant Content and each Coupon are accurate, lawful, and not misleading; and they do not infringe any third-party right.

3.3 A Coupon acquired by a Student is a binding commitment of Merchant. Merchant shall honor each valid, unexpired Coupon according to its stated terms. Merchant may pause or discontinue a Coupon, but any Coupon acquired beforehand remains redeemable until its stated expiration.

3.4 Restricted Content. Without limiting Section 3.2, Merchant shall not publish Merchant Content, and shall not offer a Coupon, that depicts, promotes, or provides access to: unlawful goods or services; tobacco, nicotine, vaping, or cannabis products; firearms, ammunition, weapons, or explosives; gambling or other games of chance played for value; sexually explicit or adult material; hate speech, harassment, bullying, or the glorification of violence; prescription drugs or controlled substances; or content that is otherwise unsuitable for an audience that includes persons under twenty-one (21) years of age.

3.5 Alcohol. Merchant Content may reference alcoholic beverages that Merchant is licensed to sell, provided that such Merchant Content complies with all applicable federal, state, and local laws governing alcohol advertising and promotion, does not depict excessive, rapid, or underage consumption, does not portray alcohol consumption as a means of achieving social or professional success, and does not target or appeal primarily to persons below the legal drinking age. Merchant shall not offer any Coupon whose benefit is an alcoholic beverage, a discount on an alcoholic beverage, or a benefit conditioned on the purchase of an alcoholic beverage. Merchant acknowledges that Cashout applies a self-reported minimum age requirement to Student accounts, that this minimum age is below the legal drinking age, that the Student population therefore includes persons below the legal drinking age, and that Cashout does not verify that any Student has attained the legal drinking age.

3.6 Removal and Enforcement. Cashout may restrict, unpublish, or remove any Merchant Content that Cashout reasonably believes violates this Section 3, any other provision of this Agreement, applicable law, or the published requirements of a platform through which Cashout distributes its applications, including the Apple App Store Review Guidelines. Cashout may act without prior notice where it reasonably believes prompt removal is necessary, and will notify Merchant of the removal through the Platform or Merchant's registered email address. Removal of Merchant Content does not by itself reduce or suspend Fees. Repeated or uncured violations of this Section 3 are grounds for suspension under Section 6.2 and for termination under Section 9.

4. FEES AND PAYMENT

4.1 Merchant shall pay the monthly base subscription Fee for the tier in its accepted Order Summary, together with applicable usage and overage Fees. Merchant's intended content path selected during onboarding helps configure its starting experience, but the billing track may be routed from Merchant's actual publishing and Redemption activity under Cashout's then-current pricing rules. The dashboard will display the applicable meter.

4.2 Fees are calculated per Billing Period and billed monthly in arrears at the beginning of the following month. Cashout maintains a billing ledger for each period, and each invoice is generated from that ledger. The Initial Commitment Period changes the minimum duration of paid service, not the monthly billing cadence; Merchant is not required to prepay all three months.

4.3 Before the Paid Start Date, Merchant shall maintain a valid payment method with Cashout's third-party payment processor, Stripe, Inc. ("Stripe"). Merchant authorizes Cashout, acting through Stripe, to automatically charge that payment method for Fees as they become due until this Agreement terminates and all outstanding Fees are paid. Merchant's use of Stripe is also subject to Stripe's terms. Cashout does not store Merchant's full financial-account credentials.

4.4 During any pilot, trial, or other no-fee period designated by Cashout, no Fees are charged and that period does not count toward the Initial Commitment Period.

4.5 Beginning on the Paid Start Date, Merchant commits to three (3) consecutive paid Billing Periods at the base subscription Fee for the tier shown in the accepted Order Summary. Usage and overage Fees are charged only as actually incurred. Merchant's decision not to publish content, process Redemptions, or otherwise use the Platform does not suspend the base subscription Fee during the

Initial Commitment Period. A no-fee pause applies only if Cashout approves it in writing, and an approved pause extends the Initial Commitment Period by the paused period.

4.6 An upgrade takes effect immediately, with the base Fee prorated for the remainder of the current Billing Period. An upgrade does not extend a fixed commitment unless Merchant separately accepts a new commitment or promotional term. A downgrade requested during a fixed commitment takes effect after that commitment ends; otherwise, a downgrade takes effect at the start of the next Billing Period.

4.7 Except where required by law, Fees are non-refundable and no credits are issued for partial months or unused inclusions. Fees exclude taxes, for which Merchant is responsible. Cashout may suspend access if an undisputed Fee remains unpaid after reasonable notice and an opportunity to cure.

5. DATA

5.1 Cashout provides Merchant only Aggregated Data regarding Students who engage with Merchant. Cashout does not provide, and Merchant shall not attempt to obtain or derive, the identity of any individual Student. Merchant shall not attempt to re-identify, single out, or contact an individual Student using Platform data.

5.2 Cashout processes Redemption records, attribution data, and any order totals Merchant elects to log to operate the Platform, generate analytics, and calculate Fees. Cashout may create and use Aggregated Data derived from that activity for lawful business purposes, provided it does not identify an individual Student or disclose Merchant's confidential pricing.

5.3 Where Merchant invites Merchant Personnel to the Platform, Merchant is the controller of, and is solely responsible for, Merchant Personnel personal data, including required notice and consent. Cashout processes that data to provide the Platform. Merchant shall promptly remove departed personnel, which deletes their photograph from active storage.

5.4 Cashout's handling of Student data is governed by the Cashout Privacy Policy. Merchant's collection and use of personal data in connection with the Platform shall comply with applicable law.

6. ACCEPTABLE USE AND ANTI-FRAUD

6.1 Merchant shall not, and shall not permit others to, record fictitious Redemptions or self-deal scans; inflate views, engagement, or attribution through automated or deceptive means; offer Coupons it does not intend to honor; use the Platform unlawfully; or interfere with the Platform's integrity or operation.

6.2 Cashout may monitor for fraud and abuse and may suspend or restrict Merchant's account, or withhold or reverse disputed metering, where Cashout reasonably suspects a violation, pending investigation.

7. CONFIDENTIALITY

Each Party shall use the other Party's non-public information solely to perform under this Agreement and protect it with at least reasonable care. Confidentiality obligations do not apply to information that is public through no fault of the receiving Party, rightfully known without a duty of confidence, or independently developed. This Section does not restrict Cashout's permitted use of Aggregated Data.

8. DISCLAIMERS; LIMITATION OF LIABILITY

8.1 THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, CASHOUT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CASHOUT DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY PARTICULAR SALES, TRAFFIC, OR ATTRIBUTION RESULT WILL BE ACHIEVED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY IS LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS OR REVENUES ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY.

8.3 EXCEPT FOR MERCHANT'S PAYMENT OBLIGATIONS OR A PARTY'S BREACH OF SECTION 7, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY MERCHANT DURING THE THREE (3) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM.

9. TERM AND TERMINATION

9.1 This Agreement begins on the Effective Date. Any pilot or trial continues until the Paid Start Date. Paid service begins with the Initial Commitment Period. After the Initial Commitment Period, this Agreement continues month-to-month unless Merchant separately accepts another fixed commitment, promotional term, or written order summary.

9.2 Merchant may provide convenience-cancellation notice at any time. Notice submitted during a fixed commitment becomes effective at the end of that commitment; after a fixed commitment, notice becomes effective at the end of the current Billing Period. Cashout may terminate for convenience on thirty (30) days' notice. If Cashout terminates for convenience during a fixed commitment, Merchant owes no base subscription Fees for periods after the effective termination date.

9.3 Either Party may terminate immediately if the other Party materially breaches this Agreement and does not cure the breach within ten (10) days after notice. Cashout may suspend or terminate immediately for a violation of Section 6. If Merchant terminates because of Cashout's uncured material breach, Merchant owes no base subscription Fees for periods after the effective termination date.

9.4 On termination, Merchant's Platform license ends and Merchant remains responsible for base subscription Fees and actual usage or overage Fees due through the effective termination date. A convenience cancellation during a fixed commitment does not end payment obligations before that commitment's effective end date. Cashout will not charge speculative future usage or overage Fees. Merchant shall continue to honor all Coupons Students acquired before termination until those Coupons expire. Sections concerning honoring Coupons, payment obligations, data, confidentiality, liability, and general terms survive.

10. GENERAL

10.1 This Agreement is governed by Ohio law, without regard to conflict-of-laws principles. The Parties shall first attempt in good faith to resolve disputes informally. State and federal courts located in Ohio have exclusive jurisdiction and venue over unresolved disputes.

10.2 Cashout may modify this Agreement prospectively after notice of a material change. Cashout will not materially increase the price, commitment length, or Merchant's termination obligations during a fixed commitment without Merchant's express acceptance. Otherwise, a material change takes effect at the next renewal or month-to-month period, or when Merchant re-accepts it.

10.3 Merchant's electronic acceptance, including checking a box indicating agreement, constitutes its signature. Merchant represents that the accepting individual is authorized to bind Merchant. Merchant may download, store, and print a copy before accepting.

10.4 Merchant may not assign this Agreement without Cashout's prior written consent. Cashout may assign it in connection with a merger, acquisition, or sale of assets.

10.5 The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship, and neither Party may bind the other.

10.6 Neither Party is liable for delay or failure caused by events beyond its reasonable control, except for payment obligations.

10.7 This Agreement and the accepted Order Summary are the entire agreement regarding their subject matter and supersede prior understandings. If any provision is unenforceable, the remaining provisions remain effective and the provision shall be modified only as necessary to make it enforceable.

10.8 Cashout may provide notices through the Platform or Merchant's registered email address. Merchant may provide notices to support@cashoutmobile.com.

BY CHECKING THE ACCEPTANCE BOX, MERCHANT ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREES TO BE BOUND BY THIS AGREEMENT AND ITS DISPLAYED ORDER SUMMARY ON BEHALF OF THE MERCHANT ENTITY.

Questions regarding this Agreement may be directed to support@cashoutmobile.com.