

QCash Product Operating Agreement (POA)

Authorization. The Master Membership Agreement (“MMA”) and Master Membership Contract (“MMC”) between Alloya and Member and are incorporated herein by reference and represent additional terms that are part of this Product Operating Agreement (“POA”).

- I. **Scope of Service.** “QCash” is providing its products to Members (also the “Service” when referencing QCash and its services, herein) throughout this POA. The Service allows Member to: (a) facilitate application processing for short-term, closed-end credit to qualified members, and (b) maintain a mobile platform to promote financial wellness and financial education as described in the QCash Statement of Work (“SOW”). Alloya and Service desires to make Service available to Member on the terms and conditions described below. The QCash Pricing Addendum to this POA addresses purchase cost and termination.

- II. **Term and Termination.** The term of this POA is stated in the SOW. Member may terminate POA prior to the end of the term with 60 days prior notice to Service subject to the termination requirements in the QCash Pricing Addendum. This POA may be terminated by Alloya if the Member fails to commence implementation within 180 days of its execution. Termination for failing to commence implementation within 180 days does not waive the termination fees included in the QCash Pricing Addendum.

- III. **Responsibilities of Member.**
 1. **Registration and Passwords.** Member acknowledges that use of the Service requires a User to download and register using a smartphone application (“Registered User”) setting their own password. Registered Users include Member’s employees, and employees of businesses listing on the Service. Registered User will: (a) provide true, current and complete personal information prompted by the registration form (the “Registration Data”); (b) maintain and promptly update the Registration Data to keep it true, current and complete, and periodically update their passwords. Member acknowledges that Service may suspend or terminate any Registered User if they provide false or inaccurate information or evidence negligent account security. Member shall immediately notify Service of any unauthorized use of a Registered User’s account or any other breach of security of which Member becomes aware.
 2. **Accuracy and Review of Member Material.** “Member Materials” comprises the application environment Member utilizes for the User and Registered User’s access to the Service. Member assumes sole responsibility for: (a) the Member Materials and (b) ensuring that Member Materials do not infringe or violate the rights of any third party.
 3. **Reports.** Member will provide Service with such reports and data as more particularly described in the SOW.
 4. **Data Backup.** Service will make commercially reasonable efforts to back up the Service, including Member Materials. Notwithstanding the foregoing, Service will not use any Member data. Member is responsible for adopting reasonable measures to also back up its data including Registered User data and Member Materials, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Member is also responsible for complying with all local, state, and federal laws pertaining to the upload, use and disclosure of any data or Member Materials. In the event of termination or expiration of this Agreement or disconnection, Service may delete, in its discretion, any files, programs, data or messages associated with Member’s Service account.

V. **Ownership**

1. **Ownership.** As between Service and Member, Service (or its licensors) is the sole and exclusive owner, and will retain all right, title, and interest in and to the Service, including without limitation all of the software comprising any portion thereof and all related services, specifications, documentation, technical information, corrections, modifications, additions, improvements and enhancements to and all intellectual property rights in the foregoing. As between Service and Member, the Member Materials shall be and remain the sole and exclusive property of Member. As between Service and Member, all data analytics and aggregated data generated from Member's use of the Service shall be the sole and exclusive property of Service. Service shall have the right to use, create derivative works of, distribute and otherwise exploit all such data analytics and anonymous, aggregate usage data derived from Member Materials, such as the aggregate number of transactions that occur within a particular Service. Service may also use Member Materials for internal research purposes.
2. **Service License Restrictions and Limitations.** The Member has a license to the Service upon execution of POA. Member (or a Registered User) may not and may not permit or authorize any third party to use, copy, modify, rent, loan, lease, sublicense, create derivative works or distribute the Service for any other purposes or make the Service available to non-Registered Users. Member will not and will not permit or authorize any third party to use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service or use or knowingly permit the use of any security testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the Service. Service grants no rights other than as explicitly granted herein, and Member shall not exceed the scope of its license. All techniques, know-how, software, algorithms and methods or rights thereto owned by Service at the time this Agreement is executed, developed during the course of the design, development, and provision of the Service, or which are employed by Service in connection with the Service, shall be and remain the property of Service. Member shall not decompile, disassemble, or reverse engineer the Service or any elements of the Service, or otherwise derive source or object code from the Service or any elements thereof. Member agrees not to access the Service by any means other than through the interfaces that are provided by Service. Member shall not do any "mirroring" or "framing" of any part of the Service or create Internet links to the Service which include log-in information, usernames, passwords, and/or secure cookies. Member will not in any way express or imply that any opinions contained in Member Materials or other materials not produced by Service are endorsed by Service. Member shall ensure that all access and use of the Service by its employees, contractors and agents is in accordance with the terms and conditions of this Agreement. Any action or breach by any of such contractors, agents or employees shall be deemed an action or breach by Member.
3. **Member's Grant of License.** Member hereby grants to Service a worldwide, non-exclusive, royalty-free, license to use, distribute, reproduce, publicly perform, publicly display, digitally perform, make, have made, store, maintain and import all Member Materials for the purposes of providing and operating the Service. The license may also be exercised on behalf of Service by third parties acting on their behalf (e.g., technology partners, service providers and independent contractors).
4. **Feedback.** Service shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Member relating to the operation of the Service.

5. **License of Marks; Restrictions on Use.** Service hereby grants to Member a limited, non-exclusive, non-transferable license with the right to reproduce and display those trade names, trademarks, and service marks of Service provided by Service hereunder (the "Marks") during the Term solely for the purpose of displaying, advertising, marketing, and promoting the Service; provided, that Member will, as soon as reasonably practicable, cease using any Marks if requested by Service for any reason in writing. Except to the extent contemplated by this Agreement, any use of a Mark by Member will be used in accordance with any trademark policies and guidelines communicated by Service to Member in writing from time to time. Member acknowledges that its use of the Marks will not create in it, nor will it represent it has, any right, title, or interest in or to such Marks other than the license expressly granted herein. Member will promptly notify Service of any unauthorized use of the Marks of which it has actual knowledge. Trademark notices on company, publication, and product names of unrelated entities are for informational purposes only and are not intended as a claim of right by Service. Other product, publication, and company names herein may be the trademarks of their respective owners.
6. **Marketing.** Service may (i) use Member's name and logo in Service's advertising, marketing and promotional materials, including, but not limited to, in connection with sales presentations and customer lists on QCash's website; (ii) issue a joint press release or other announcement with Member upon Member's execution of this Agreement (the content of such press release or other announcement shall be subject to Member's prior approval, not to be unreasonably withheld, conditioned or delayed); and (iii) prepare and issue publicly disseminated case studies and similar documents, with Member's cooperation, regarding the Member's use of the Service and outcomes achieved. In addition, Member will display a "Powered by QCash" or other mutually agreed branding on the Services, together with Service Marks in other appropriate locations on the Services.
- VI. **Taxes.** Member shall pay or reimburse Service for all sales, use, transfer, privilege, excise, and all other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed specifically by reason of the performance by Service under this Agreement; excluding, however, taxes measured by Service's profits, its overall sales, employment and similar taxes incurred in connection with persons performing services for Service, and property or other taxes measured in whole or in part by the value of Service's assets.
- VII. **Third Party Expenses.** Member will be responsible for any additional licensing fees or implementation fees imposed by third parties for additional services elected by Member, all as more particularly described in the SOW.
- VIII. **Warranties.**
1. **Warranties and Representations.** Each party represents and warrants to the other party that (i) such party has the full corporate right, power and authority to enter into this Agreement and to perform that acts required of it hereunder; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate any agreement to which such party is a party or by which such party is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. Each part will, at its sole expense, maintain in effect at all times insurance coverages required by law as well as such other insurance in such amounts and upon such terms as is commercially reasonable under the circumstances.
 2. **Disclaimers.** Service is made available to Member "AS IS" and "WITH ALL FAULTS, ERRORS, BUGS AND DEFECTS." ALLOYA AND SERVICE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONDITION, CHARACTER, NATURE, CAPABILITY, PERFORMANCE,

SECURITY, AVAILABILITY, SUITABILITY, TITLE, SOURCE OR ANY OTHER CHARACTERISTIC OF THE SERVICE OR ANY PORTION THEREOF. ALLOYA AND SERVICE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE OR THIS AGREEMENT, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE; OR (C) ANY WARRANTY THAT THE SERVICE WILL BE SECURE OR ERROR-FREE, WILL MEET MEMBER'S REQUIREMENTS, WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY OR SECURE, OR OPERATE WITHOUT ERROR.