

Terms of Service

Last updated: July 1, 2022

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO THE SERVICES (AS DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

These Terms of Service (these “Terms”) represent an agreement between you and Grain Technology, Inc. (“Grain”) and contain the terms and conditions governing your use of and access to: (1) our website at www.trygrain.com and all of our other websites, if any, to which these Terms are posted (collectively, the “Website”); (2) our mobile applications to which these Terms are posted (collectively, the “Application”); and (3) any products, or services made available by us through the Website or the Application (together with the Website and the Application, the “Services”). “You” and “your” mean the person who uses or accesses the Services. “We,” “us,” and “our” mean Grain and its successors, affiliates, and assignees. As used in these Terms, “Grain Account” means the “Account” or “Line of Credits”, as defined in your Credit Agreement).

Your use of and access to the Services are subject at all times to these Terms and our [Privacy Policy](#). Please read these Terms and our [Privacy Policy](#) carefully. By using or accessing the Services or by clicking to agree to these Terms when that option is made available to you, you represent that you have read and understand these Terms and our [Privacy Policy](#) and you agree to be bound by these Terms and our [Privacy Policy](#). If you do not agree to all the terms and conditions of these Terms and our [Privacy Policy](#), do not use or access the Services.

THESE TERMS INCLUDE, AMONG OTHER THINGS, YOUR AUTHORIZATION FOR DEBITS AND CREDITS FROM AND TO YOUR BANK ACCOUNT (AS DEFINED BELOW) VIA THE AUTOMATED CLEARINGHOUSE NETWORK (“ACH”) AND A BINDING ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

Your Consent to Use Electronic Signatures and Communications

Your Consent. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under these Terms and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements

specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at help@trygrain.com, with the subject line ““END COMMUNICATIONS””. If you withdraw your consent to receive Communications electronically, we may close your Grain Account as set forth in these Terms and your Credit Agreement, and you will no longer be able to use your Grain Account or the Services, except as expressly provided in these Terms and your Credit Agreement. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that withdrawal of your consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

You Must Keep Your Contact Information Current With Us. In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Website or the Application.

Copies of Communications

You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smartphone) that operates on a platform like Windows or iOS; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. “Current Version” means a version of the software that is currently being supported by its publisher.

Changes

We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms on the

Website and the Application or delivering notice of such termination or change electronically.

Your Authorization For ACH Debits and Credits

By agreeing to these Terms, you authorize Grain to electronically debit and credit your designated deposit account at your designated depository financial institution (your “Bank Account”) via ACH and, if ever applicable, to correct erroneous debits and credits via ACH as follows:

- Range of Acceptable Debit Amounts: up to \$5,000 per Business Day (as defined below)
- Frequency of Debits: multiple times per Business Day (however, debits and credits may not necessarily occur every Business Day)

You also acknowledge that the amount and frequency of the foregoing debits and credits may vary and that you waive your right to receive prior notice of the amount and date of each debit and credit unless otherwise set forth in your Credit Agreement.

You acknowledge that the electronic authorization contained in this Section represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify Grain that you wish to revoke this authorization by emailing help@trygrain.com, with the subject line “Revoke ACH Authorization”. You must notify Grain at least three Business Days before the scheduled debit date of any ACH transaction from your Bank Account in order to cancel this authorization. If we do not receive notice at least three Business Days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the debit transaction. However, we assume no responsibility for our failure to do so. If you withdraw your electronic authorization contained in this Section, we will close your Grain Account as set forth in these Terms and your Credit Agreement, and you will no longer be able to use your Grain Account or the Services, except as expressly provided in these Terms and your Credit Agreement. Please note that withdrawal of your electronic authorization contained in this Section will not apply to ACH transactions performed before the withdrawal of your authorization becomes effective.

In addition to any of your other representations and warranties in these Terms, you represent that: (a) your browser is equipped with at least 128-bit security encryption; (b) you are capable of printing, storing, or otherwise saving a copy of this electronic authorization for your records; and (c) the ACH transactions you hereby authorize comply with applicable law.

For purposes of these Terms, “Business Day” means Monday through Friday, excluding federal banking holidays.

Fees

In addition to those fees set forth in your Credit Agreement, the following fees may apply to your use of the Service. If they do apply, you will find the amount below and in the Account Opening Disclosure.

- **Grain Annual Service Fee** 8% of Credit Limit (charged monthly)
- **Grain Sign-up Fee** \$56.25-\$75.00
- **Instant Transfer Fee** Free

By accepting these Terms you i) agree to pay any Fees that apply to the Service ii) authorize Grain to automatically initiate a transaction from your Linked Account for the payment of such Fees and iii) acknowledge and understand that you shall be required to pay such Fees in order to access and/or continue using the Services.

Upon any change to your Linked Account, you shall be required to update the Linked Account information in order to continue using the Account. If you fail to immediately pay any Fee when due or update the Linked Account, that shall be considered an Event of Default under these Terms. You can cancel the Service at any time by contacting us at help@trygrain.com, with the subject line "Close Grain Account". Your termination of these Terms will not affect any of our rights or your obligations arising under these Terms and the terms of your Credit Agreement prior to termination.

What are the requirements to use the Services?

In order to use the Services, you must: (a) accept and agree to these Terms and our [Privacy Policy](#) as well as the Credit Agreement; (b) register with us on the Website or the Application; (c) be a U.S. citizen (or a legal U.S. resident) of at least 18 years of age (or older if you reside in a state where the majority age is older); (d) have a Bank Account with a U.S. financial institution; and (e) provide all information required by us to verify your identity in accordance with Applicable Law, such as your name, email address, mobile device number and such other information as we may request from time to time (collectively, "User Information"). You represent and warrant that all User Information you provide us from time to time is truthful, accurate, current, and complete, and you agree not to misrepresent your identity or your User Information. You agree to promptly notify us of changes to your User Information by updating your Grain Account on the Website or the Application; provided, however, that you must notify us at least three Business Days before any changes to your Bank Account information, including, but not limited to, the closure of your Bank Account for any reason by emailing help@trygrain.com, with the subject line "Change to Bank Account Information" or by updating your Grain Account via the Application. If we approve your registration, you will be authorized to use the Services, subject to these Terms.

For our compliance purposes and in order to provide the Services to you, you hereby authorize us to, directly or through a third-party, obtain, verify, and record information and documentation that helps us verify your identity and Bank Account information. When you register for the Services and from time to time thereafter, we may require you

to provide and/or confirm information and documentation that will allow us to identify you, such as:

- A copy of your government-issued photo ID, such as a passport or driver's license;
- A copy of a utility bill, bank statement, affidavit, or other bill, dated within three months of our request, with your name and U.S. street address on it; and
- Such other information and documentation that we may require from time to time (including a "Selfie").

By using the Services and providing User Information to us, you automatically authorize us to obtain, directly or indirectly through our third-party service providers and without any time limit or the requirement to pay any fees, information about you and your Bank Account from the financial institution holding your Bank Account and other third-party websites and databases as necessary to provide the Services to you. For purposes of such authorization, you hereby grant Grain a limited power of attorney, and you hereby appoint Grain as your true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for you and in your name, place, and stead, in any and all capacities, to access third-party websites, servers, and documents; retrieve information; and use your User Information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN GRAIN ACCESSES AND RETRIEVES INFORMATION FROM SUCH THIRD-PARTY WEBSITES, GRAIN IS ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that other third parties shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you. You understand and agree that the Services are not endorsed or sponsored by any third-party account providers accessible through the Services. We make no effort to review information obtained from the financial institution holding your Bank Account and other third-party websites and databases for any purpose, including, but not limited to, accuracy, legality, or non-infringement. As between Grain and our third-party service providers, Grain owns your confidential User Information, except such User Information will be owned by Grain and/or such third-party service providers as set forth in any third-party terms of service provided to you or as set forth in an agreement between Grain and such third-party service provider.

The information you provide us is subject to our [Privacy Policy](#).

How do I use the Services?

The purpose of the Services is to try to help you access credit with minimal effort. We analyze the cashflow in your Bank Account. Based upon our analytics, we identify a responsible line of credit (your "Grain Account"), which may require a security deposit.

Your funds will remain in your Grain Account until you instruct us to transfer any or all of your funds from your Grain Account to your Bank Account by clicking “WITHDRAW” button on the Application. Funds may also be transferred to and from your Grain Account and your Bank account as determined by the Application to cover purchases as well as to avoid overdrafts, late fees and accruing interest. We will generally transfer funds from your Grain Account to your Bank Account within 2-6 Business Days of when the transfer is initiated. It is important to know the amount of available funds in your Grain Account and Bank Account before instructing us to transfer funds to/from your Grain Account and your Bank Account. If you do not have sufficient available funds in your Grain Account or Bank Account to cover the amount of a requested transfer or the requested amount exceeds the available funds after taking into account any credit advances, pending transactions or available balance, your request for the transfer will be declined. We may also transfer funds to/from your Grain Account and your Bank Account without notice to you upon the closure of your Grain Account as described in your Credit Agreement and at any time if required by applicable law or if we, in our sole discretion, suspect the Services are being used for illicit purposes or otherwise in violation of these Terms.

You may not use the funds in your Grain Account to directly make purchases (unless using any virtual credit card functionality provided by Grain), withdraw cash (other than to your Bank Account as described herein), or to transfer funds to third parties (unless using and peer-to-peer payment functionality provided by Grain). You are solely responsible for determining whether the funds debited from your Bank Account and the funds maintained in your Grain Account are acceptable to you. We are not responsible for any third-party fees that may be incurred as a result of using the Services, including, but not limited to, third-party fees incurred as a result of maintaining insufficient funds in your Bank Account.

Grain is not a financial adviser, and the Services are not intended to provide financial advice. Your financial situation is unique. We are not responsible for ensuring your Bank Account has sufficient funds for your needs, purposes, or transactions. We do not make any representations, warranties, or guarantees of any kind that the Services are appropriate for you. Before using the Services, you should consider obtaining additional information and advice from a financial adviser.

For more information about the Services, please review these Terms, your Credit Agreement and visit our [FAQ](#) on the Website or the Application.

How do I check the balance in my Grain Account?

You may obtain information about the status of your Grain Account at any time by logging in to your account on the Application.

What are some restrictions on using the Services?

You may only use the Services for your own personal, non-commercial use and not on behalf of or for the benefit of any third party. Your use of the Services must comply with all applicable law. If your use of the Services is prohibited by applicable law, then you are not authorized to use the Services. We are not responsible if you use the Services in any manner that violates applicable law.

You agree not to authorize any other person or entity to use your user name and password or mobile device to access the Services. You are solely responsible for the maintenance, confidentiality, and security of your username, password, and other User Information. Except as otherwise required by applicable law, you are responsible for all transactions and other activities authorized or performed using your username and password or mobile device, whether authorized or unauthorized by you. Except as otherwise expressly stated in these Terms or required by applicable law, we are not responsible for any losses arising out of the loss or theft of your User Information or your mobile device or from unauthorized or fraudulent transactions associated with your Bank Account or your Grain Account. If you suspect or become aware of any unauthorized activity or access to your username, password, or mobile device, you must contact us immediately at fraud@trygrain.com, with the subject line "Unauthorized Activity or Access".

We offer the Services and the features, information, materials, and content provided and depicted through the Services (collectively, "Content") solely for your personal use for the purposes described therein and in these Terms. Any and all other uses are prohibited. You may not restrict or inhibit any other person from using or enjoying the Services or Content.

The Services and Content are protected by copyright, trademark, patent, and other intellectual property laws. We expressly reserve all rights and remedies under applicable law. Except as expressly provided by these Terms or with our prior written consent, you may not use, modify, disassemble, decompile, reverse engineer, reproduce, distribute, rent, sell, license, publish, display, download, transmit, or otherwise exploit any Content in any form by any means. Without limiting the foregoing, you agree not to (and not to allow any third party to): (a) use any robot, spider, scraper, or other automatic or manual device, process, or means to access the Services or copy any Content, except as expressly authorized by us; (b) take any action that imposes or may impose (in our sole determination) an unreasonable or a disproportionately large load on the Services or our infrastructure; (c) utilize any device, software, or routine that will interfere or attempt to interfere with the functionality of the Services; (d) rent, lease, copy, provide access to, or sublicense any portion of the Services or Content to a third party; (e) use any portion of the Services or Content to provide, or incorporate any portion of the Services or Content into, any product or service provided to a third party; (f) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Services or Content; (g) modify the Services or Content or create any derivative product from any of the foregoing; (h) remove or obscure any proprietary or

other notices contained in the Services or Content; (i) use the Services or Content in any way that is illegal, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable, as we may determine in our sole discretion; (j) jeopardize the security of your Grain Account or any other person's Grain Account (such as allowing someone else to use your username and password to access the Services); (k) attempt, in any manner, to obtain the username, password, account, or other security information from any other user of the Services; (l) violate the security of any computer network or crack any passwords or security encryption codes; or (m) run Maillist, Listserv, any form of auto-responder or "spam," or any processes that run or are activated while you are not logged in to access the Services. We may, but are not obligated to, monitor your use of the Services and Content.

We do not grant you any licenses, express or implied, to our intellectual property or the intellectual property of our licensors, except as expressly stated in these Terms. We and our third-party licensors retain all right, title, and interest in and to the Services, Content, and any associated patents, trademarks, copyrights, mask work rights, trade secrets, and other intellectual property rights.

The Services may permit you to submit content, send emails and other communications, and provide other information for publication or distribution to third parties (collectively, "User Content"). Any User Content must not be illegal, threatening, obscene, racist, defamatory, libelous, pornographic, infringing of intellectual property rights, promoting of illegal activity or harm to groups and/or individuals, invasive of privacy, purposely false or otherwise injurious to third parties, or objectionable and must not consist of or contain software, computer viruses, commercial solicitation, political campaigning, chain letters, mass mailings, or any form of "spam." If you submit User Content, and unless we indicate otherwise, you grant us a nonexclusive, perpetual, royalty-free, irrevocable, and fully sublicensable (through multiple tiers) right to use, modify, reproduce, adapt, translate, publish, create derivative works from, distribute, display, and otherwise exploit such User Content throughout the world in any media. We take no responsibility and assume no liability for any User Content submitted by you or any other user or third party.

To the extent permitted by applicable law, we may, in our sole discretion and without liability to you, terminate (or suspend access to) your use of the Services, Content, or your Grain Account for any reason, including, but not limited to, your breach of these Terms or your Credit Agreement.

What do I do if my mobile device is lost or stolen or if I suspect someone has gained unauthorized access to my username or password?

If your mobile device is lost or stolen or if you suspect someone has gained unauthorized access to your username or password, you must contact us immediately at fraud@trygrain.com, with the subject line "Unauthorized Activity or Access". In order to take any action, you will need to provide certain User Information so we can verify your identity.

How does Grain communicate with me about the Services?

Grain will communicate with you via email, your mobile device and within the Application. In order to use the Services, you must provide and verify your mobile device number or other text message address to us, and you must expressly consent to receive text messages relating to the Services at that number or address. Third-party data and message fees may apply. To verify your mobile device number or text message address, we may send you a code via text message to the mobile device number or text message address you provide, and you must enter that code as instructed by us. If you change your mobile device number or text message address, you must promptly provide and verify your new mobile device number or text message address.

In addition, if you provide your email address to us, we may send you important notices via email about the Services.

What do I need to know about third-party websites?

The Services may contain links or connections to third-party websites or services that are not owned or operated by us or our third-party service providers or licensors. We provide such links and connections for your reference only. We do not control such third-party websites or services and are not responsible for their availability or content. Our inclusion of such links and connections does not imply our endorsement of such third-party websites or services or any association with their owners or operators. We assume no liability whatsoever for any such third-party websites or services or any content, features, products, or practices of such third-party websites or services. Your access and use of such third-party websites and services is subject to applicable third-party terms and conditions and privacy policies. We encourage you to read the terms and conditions and privacy policy of each third-party website or service that you visit or utilize.

In order to use the payment functionality of the Application, you must open a "Dwolla Platform" account provided by Dwolla, Inc. and you must accept the Dwolla [Terms of Service](#) and [Privacy Policy](#). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize Grain to share your identity and account data with Dwolla for the purposes of opening and supporting your Dwolla account, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through the Grain Application, and Dwolla account notifications will be sent by Grain, not Dwolla.

Grain will provide customer support for your Dwolla account activity, and can be reached at help@trygrain.com, with the subject line "Dwolla account activity".

What if I want to stop using the Services?

You may stop using the Services, close your Grain Account, and cancel these Terms at any time by contacting us at help@trygrain.com, with the subject line “Close Grain Account” and providing sufficient information for us to verify your identity. Notwithstanding the foregoing, if there are any pending transactions relating to your Grain Account or credit balance when we receive your termination notice, we will close your Grain Account promptly after such transactions are completed and balances are paid, in accordance with your Credit Agreement. Your termination of these Terms will not affect any of our rights or your obligations arising under these Terms and the terms of your Credit Agreement prior to termination.

Upon the closure of your Grain Account, we will transfer any funds owed to you, if any, to your Bank Account. If your Bank Account is closed or we are otherwise unable to transfer the funds to your Bank Account, we will send you a check for the amount of the funds to you at your street address in our records.

If you do not use the Services for a certain period of time, applicable law may require us to report the funds. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds to the applicable state as unclaimed property. The specified period of time to report and deliver funds to a state varies by state, but usually ranges between two and five years.

Provisions of these Terms that, by their nature, should survive termination of these Terms will survive termination of these Terms.

Minnesota Residents

Please see Exhibit A for “Notice of Cancellation”

What about my privacy?

Grain takes the privacy of its users very seriously. You understand that by using the Services, you consent to the collection, use, storage, and disclosure of your information as set forth in these Terms and our [Privacy Policy](#).

What else do I need to know about the Services?

Additional Terms. In conjunction with your access or use of the Services, you may be subject to additional terms, rules, policies, and conditions that are posted on the Website or the Application, including, but not limited to, any terms and conditions for our referral or rewards programs and the terms of your Credit Agreement (the “Additional Terms”), which are hereby incorporated by reference into these Terms. In the event of a conflict between any Additional Terms and these Terms, these Terms will control, except with respect to the Credit Agreement, which shall control.

Warranty Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR THIRD-PARTY SERVICE PROVIDERS EXPRESSLY DISCLAIM ANY AND ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE AND OUR THIRD-PARTY SERVICE PROVIDERS MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR OUR THIRD-PARTY SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT GRAIN, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) THE PERFORMANCE OF THE SERVICES OR THE INABILITY TO USE THE SERVICES; (B) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR

EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THESE TERMS, THE SERVICES, OR CONTENT; (C) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF \$100 OR THE AMOUNT TRANSFERRED FROM YOUR BANK ACCOUNT TO YOUR GRAIN ACCOUNT VIA THE SERVICES; OR (D) ANY EVENT BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity

At our request, you agree to defend, indemnify, and hold harmless Grain, its affiliates, partners and its and their respective employees, officers, directors, agents, and third-party service providers from and against any and all claims, suits, liabilities, damages (actual and consequential), losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or in any way related to any third-party claims relating to your use of the Services, violation of these Terms, your Credit Agreement, applicable law or any third-party rights, or your fraud or willful misconduct. Such indemnified parties reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

Assignment

You may not transfer, assign, or delegate these Terms or your rights or obligations hereunder or your Grain Account in any way (by operation of law or otherwise) without our prior written consent. To the extent permitted by applicable law, we may transfer, assign, or delegate these Terms and our rights and obligations hereunder without your consent.

Third-Party Beneficiary

You agree that our third-party services providers are third-party beneficiaries of the applicable provisions of these Terms, with all rights to enforce such provisions as if such service providers were a party to these Terms.

Governing Law

These Terms are made under and will be governed by and construed in accordance with the laws of the State of California, consistent with the Federal Arbitration Act,

without giving effect to any principles that provide for the application of the law of another jurisdiction.

DISPUTE RESOLUTION BY BINDING ARBITRATION: JURY TRIAL WAIVER: CLASS ACTION WAIVER. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Services or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, “we” and “us” mean Grain and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Services or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”).

You should review this provision carefully. To the extent permitted by applicable law, you are **GIVING UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights **EXCEPT** for matters that you file in small claims court in the state or municipality of your residence within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury. You are entitled to a **FAIR HEARING**, **BUT** the arbitration procedures may be **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**. Arbitrators’ decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right, in our sole and exclusive discretion, to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by applicable law or for purposes of enforcement of the arbitration award; (g) subject to the limitation of liability provisions of these Terms, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Grain Account, your Credit Agreement and these Terms as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

If you wish to opt out of this arbitration provision, you must notify us of your election in writing within 30 days of the date that you first became subject to this arbitration provision or within 30 days of the effective date of any material change to these Terms by sending a written notice to us by certified mail at the following address: Grain Technology, Inc., 505 14th Street, Suite 900, Oakland, CA 94612, Attn: Arbitration Opt-Out. Your opt-out notice must include your name, address, phone number, and email address.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

Miscellaneous

You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that we may, in our sole discretion, do any of the foregoing on your behalf or for ourselves. The failure of either you or us to exercise, in any way, any right herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms will otherwise remain in full force and effect and enforceable. These Terms, together with our [Privacy Policy](#), constitute the entire and sole agreement between you and us with respect to the Services and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Services. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Grain, and you do not have any authority of any kind to bind Grain in any respect whatsoever.

Will Grain ever change these Terms or the Services?

We may add to or terminate any of the Services or amend these Terms at any time, in our sole discretion, without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of these Terms on the Website and the Application or delivering notice thereof to you electronically. You are free to decide whether or not to accept a revised version of these Terms, but accepting these Terms, as revised, is required for you to continue accessing or using the Services. If you do not agree to these Terms or any revised version of these Terms, your sole recourse is to terminate your access or use of the Services. Except as otherwise expressly stated by us, your access and use of the Services are subject to, and constitute your acceptance of, the version of these Terms in effect at the time of your access or use.

How can I contact Grain?

If you have any questions, comments, or concerns regarding these Terms or the Services, please contact us at help@trygrain.com, with the subject line "TOS Questions, Comments, or Concerns" or Grain Technology, Inc., 505 14th Street, Suite 900, Oakland, CA 94612.

Exhibit A

Notice of Cancellation

You may cancel this contract without any penalty or obligation within five days from the date the contract is signed.

If you cancel this contract, any payment made by you under this contract will be returned within ten days following receipt by the seller of your cancellation notice.

To cancel this contract, mail or deliver a signed dated copy of this cancellation notice, or any other written notice to Grain Technology, Inc. at 505 14th Street- Suite 900 Oakland CA, 94612 not later than midnight five (5) days from the date you joined Grain.

I hereby cancel this transaction,

Date:

Signature:

