

Last Updated: March 2025

Rising Tide User Agreement

This Rising Tide User Agreement (“User Agreement”) sets forth a legal agreement between you (“you” or “your”) and Rising Tide Technology (collectively, “Rising Tide”, “we”, “us” and/or “our”) regarding your use of the websites, mobile application (the “Application”) and/or technology platform (collectively, the “Services”) offered, operated or made available by Rising Tide. This User Agreement applies when you access, interact with, sign up for or use any of the Rising Tide Services and is binding as of the first date you access, use, interact with or sign up for any Services. Other aspects of the Services may be covered by other terms, conditions and agreements with Rising Tide or third parties such as financial institutions. THIS USER AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 20 BELOW, TITLED “DISPUTE RESOLUTION,” FOR MORE INFORMATION.

If any of part of this User Agreement does not make sense, please consult a legal expert for a clarification.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND/OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF AT ANY TIME YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICES.

1. Use of Services; Updates

You may not use the Services in any manner that may impair, overburden, damage, disable or otherwise compromise (i) Rising Tide’s Services; (ii) any other party’s use and enjoyment of the Services; or (iii) the services and products of any third parties including, without limitation, any device through which you access the Application (the “Authorized Device”). You agree to comply with all applicable laws and regulations governing the downloading, installation and/or use of the Application, including, without limitation, any usage rules set forth in the online application store terms of service.

From time to time, Rising Tide may automatically check the version of the Application installed on the Authorized Device and, if applicable, provide updates for the Rising Tide Application

(“Updates”). Updates may contain, without limitation, bug fixes, patches, enhanced functionality, plug-ins and new versions of the Rising Tide Application. By installing the Application, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. Your use of the Application and Updates will be governed by this User Agreement (as amended by any terms and conditions that may be provided with Updates). Rising Tide reserves the right to temporarily disable or permanently discontinue any and all functionality of the Application at any time without notice and with no liability to you.

Rising Tide is a technology platform and not a bank or money transmitter and Rising Tide does not provide money transmission services. The Service and Application provide you a means to transfer funds directly from your P2P payments application to the P2P Payments application of another Rising Tide user via a third party service provider, Cashapp / Venmo / Zelle.

AT NO TIME WILL RISING TIDE RECEIVE, HOLD, MAINTAIN, OR OTHERWISE ACCESS OR CONTROL YOUR FUNDS.

2. Eligibility; Privacy

The Services are not available to persons under the age of 18 or to persons who are not legal residents of the United States or Canada, by visa or otherwise. BY CLICKING ANY BUTTON OR BY ACCESSING, BROWSING OR OTHERWISE USING THE SERVICES YOU REPRESENT AND WARRANT TO US THAT YOU ARE AT LEAST 18 YEARS OF AGE AND ARE A LEGAL RESIDENT OF THE UNITED STATES OR CANADA.

Rising Tide has made a commitment to protecting the privacy of those who visit our websites and access the Services available therein.

3. Registration: Accountholder Responsibilities

Certain areas of the Services are accessible only to registered accountholders. In order to access the registered-accountholder-only areas of the Services, you will need the username and password you have created. You acknowledge that use of a username and a password is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of your username and password, (2) not allowing another person to use your username or password, (3) any charges or damages that may be incurred as a result of your neglect to maintain the strict confidentiality of your username and password, and (4)

promptly informing Rising Tide in writing of any need to deactivate a username due to security or other concerns. Rising Tide is not liable for any harm related to the theft of usernames or passwords, disclosure of usernames or passwords, or your authorization to allow another person or entity to access and use the Services using your username or password. You must immediately notify Rising Tide of any unauthorized use of your username or password and any breach of confidentiality. Until Rising Tide receives this notification from you, you will be held liable for any harm ensuing from the use of your username on the Services.

You hereby authorize Rising Tide, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.

You may not create more than one (1) Rising Tide account. Each unique mobile device may not be associated with more than one (1) unique user account. Users who attempt to associate an excessive number of mobile devices with a single user account may be deemed to have violated this User Agreement to the extent they are deemed by Rising Tide to have abused the Services, and may be subject to account suspension or closure.

4. Text Messages; Push Notifications

Texts: By providing us with a telephone number for a cellular phone or other wireless device, you agree to receive autodialed and pre-recorded, non-marketing, service-related text messages from or on behalf of Rising Tide at the phone number provided. Rising Tide will send you news and updates, including recommendations to help make the most of your Rising Tide account(s) and access select Rising Tide features. Message frequency varies.

By providing us with a telephone number for a cellular phone or other wireless device and opting into promotional messages, you consent to receive autodialed and pre-recorded text messages from or on behalf of Rising Tide at the number provided for marketing or promotional purposes. Message frequency varies. You understand that consent to marketing-related messages is not a condition of using the Services. To stop receiving marketing-related messages, you may reply STOP to any marketing-related text message you receive from Rising Tide. After you text “STOP” to us, we will send you a text to confirm that you have been unsubscribed. After this, you will no longer receive text messages from us. If you are experiencing issues with the messaging program you can reply with the keyword “HELP” for more assistance. Standard message and data rates

may apply to both non-marketing and marketing-related messages. Carriers are not liable for delayed or undelivered messages.

Push Notifications: By agreeing to this User Agreement, you agree to receive push notifications from us. You can opt out of receiving push notifications through your device settings. Please note that opting out of receiving push notifications may impact your use of the Services.

5. Intellectual Property

The websites, Application, the content, any materials downloaded, and all intellectual property pertaining to or contained in our Services (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks and service marks) are owned by Rising Tide or third parties; all right, title and interest therein shall remain the property of Rising Tide and/or such third party owner, as applicable. All content is protected by trade dress, copyright, patent and trademark laws, as well as various other intellectual property and unfair competition laws.

6. Use of Information and Materials

The information and materials contained in these pages, and the terms, conditions, and descriptions that appear, are subject to change. Unauthorized use of Rising Tide's websites, Application, and Services including but not limited to unauthorized entry into Rising Tide's systems, misuse of passwords, or misuse of any information posted on a site is strictly prohibited. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by Rising Tide and/or its affiliates.

7. Links

THE RISING TIDE WEBSITES MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES. RISING TIDE HEREBY DISCLAIMS LIABILITY FOR, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD PARTY SITES LINKED TO THE WEBSITES. BY CREATING A LINK TO A THIRD PARTY WEB SITE, RISING TIDE DOES NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THAT WEB SITE, NOR IS RISING TIDE LIABLE FOR ANY FAILURE OF ANY PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. SUCH THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF RISING

TIDE AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE RISING TIDE WEBSITES.

8. User Conduct

By using the Services, you agree not to: (a) breach this User Agreement or any other agreement between you and Rising Tide or violate any Rising Tide policy; (b) access or use any part of the Services for any non-personal, commercial purpose; (c) access or use the Services for any illegal purpose or violate any law, statute, ordinance, or regulation; (d) attempt to gain unauthorized access to any other user's account; (e) modify or attempt to modify or in any way tamper with, circumvent, disable, damage or otherwise interfere with the Services; (f) access or use the Services in a way that may infringe upon the intellectual property or other rights of any third party, including, without limitation, trademark, copyright, privacy, or publicity rights; or (g) provide false, inaccurate or misleading information; (h) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Services or any part thereof (including any Application), except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (i) modify, adapt, translate or create derivative works based upon the Services or any part thereof, except and only to the extent the foregoing restriction is expressly prohibited by applicable law; or (j) copy, distribute, transfer, sell or license all or part of the Services; (k) transfer the Application to, or use the Application on, a device other than the Authorized Device; (l) intentionally interfere with or damage operation of the Services or any user's enjoyment of it, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code; (m) take any action to circumvent, compromise or defeat any security measures implemented in the Services; (n) use the Services to access, copy, transfer, retransmit or transcode information, Rising Tide logos, marks, names or designs or any other content in violation of any law or third party rights; or (o) remove, obscure, or alter Rising Tide's (or any third party's) copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed through the Services.

9. Amendment of User Agreement

Rising Tide reserves the right, in its sole discretion, at any time to modify, augment, limit, suspend, discontinue or terminate any or all Services without advance notice, except where required by applicable law. All modifications and additions to the Services shall be governed by this User Agreement, unless otherwise expressly stated by Rising Tide in writing. Rising Tide may, from time to time, modify the User Agreement. Please check this User Agreement periodically for changes. Your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to this User Agreement materially

modifies your rights or obligations, we will make an effort to notify you of the change, such as by sending you an email to the address we have on file for you, or presenting a pop-up window or other notification to you through the Services when you log in, and we may require that you accept the modified User Agreement in order to continue to use the Services. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (a) continued use of the Services with actual knowledge of the modification, or (b) thirty (30) days following the change. For the avoidance of doubt, disputes arising hereunder will be resolved in accordance with the User Agreement in effect that the time the dispute arose. You can determine when this User Agreement was last revised by referring to the “Last Updated” legend at the top of the current version of this User Agreement.

10. Termination and Effect of Termination

Without limiting other remedies, Rising Tide may immediately terminate or suspend your access to and/or use of the Services and remove, subject to any regulatory retention requirements, any material from the Services or our servers, in the event that you breach this User Agreement. Notwithstanding the foregoing, we also reserve the right to terminate, limit or suspend your access to or use of the Services at any time and for any reason or no reason. You may terminate acceptance of this User Agreement at any time by permanently deleting the Application in its entirety from the Authorized Device, whereupon (and without notice from Rising Tide) any rights granted to you herein will automatically terminate. If you fail to comply with any provision of this User Agreement, any rights granted to you herein will automatically terminate. In the event of such termination, you must immediately delete the Application from the Authorized Device.

After any termination of this User Agreement: you understand and acknowledge that we will have no further obligation to provide or allow access to the Services (including without limitation to generate or provide any reports or analyses). Upon termination, all licenses and other rights granted to you by this User Agreement will immediately cease. Rising Tide is not liable to you or any third party for termination of the Services or termination of your use of the Services. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION (INCLUDING ANY SUBMISSIONS) THAT YOU HAVE SUBMITTED, POSTED, UPLOADED OR OTHERWISE MADE AVAILABLE ON THE SERVICES OR WHICH ARE RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY you. Furthermore, except as may be required by applicable law or as provided in our Privacy Policy, Rising Tide will have no obligation to store or maintain (or delete or destroy) any information stored in our database or to forward any information to you or any third party.

11. INDEMNIFICATION

You agree to protect and fully compensate Rising Tide and its affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your use of the Services, your violation of this User Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

12. NO WARRANTY

THE INFORMATION AND THESE MATERIALS CONTAINED IN THE SERVICES, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS," "AS AVAILABLE." RISING TIDE DOES NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THEM. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

13. LIMITATION OF LIABILITY

IN NO EVENT WILL RISING TIDE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THE SERVICES OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF RISING TIDE OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

14. Submissions

All information submitted to Rising Tide via the Services shall be deemed and remain the property of Rising Tide, and Rising Tide shall be free to use, for any purpose, any idea, concept, know-how or technique contained in information a visitor to the Rising Tide websites or Application provides Rising Tide through the Services. Rising Tide shall not be subject to any obligations of confidentiality regarding submitted information except as may be expressly agreed in writing by Rising Tide or as otherwise specifically required by law.

15. Availability

The Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

16. Additional Terms

Certain sections or pages on the websites or the Application may contain additional terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages. Without limiting the generality of the foregoing statement, any dispute relating to a Rising Tide product or service shall be subject to resolution in accordance with Section 20 (“Dispute Resolution”) below.

Rising Tide works hard to offer you products and services that it believes to be useful and reliable; however, Rising Tide does not provide, endorse, or guarantee these unaffiliated third-party products, services, or information nor does it guarantee their accuracy. Rising Tide is not liable for any third party’s failure with regard to such advertised products, services, and information.

17. Users Outside of the United States

Certain Rising Tide products may only be available in some states in the United States. You may not use or export or re-export any portion of this website in violation of any applicable laws or regulations, including without limitation United States export laws and regulations. Rising Tide makes no representation that the documents, pages, images or other materials or content on the websites or Application are appropriate or available for use in jurisdictions outside the United States.

18. Minors

Rising Tide is not directed at children under the age of thirteen years old. Rising Tide does not knowingly collect personal information from children under thirteen years old from this website.

19. General

Except as otherwise required by applicable law, the User Agreement and the resolution of any disputes under Section 20 (“Dispute Resolution”) below, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws principles.

This User Agreement, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Rising Tide regarding your use of and access to the Services, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.

You may not assign or transfer this User Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this User Agreement or any of our rights or obligations under this User Agreement at any time without notice.

The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this User Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this User Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this User Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

20. Dispute Resolution

Any claim, dispute, or controversy (“Claim”) between you and Rising Tide arising out of or relating in any way to this User Agreement or your access to or use of the Services, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR RISING TIDE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR RISING TIDE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

You and Rising Tide will have every remedy available in arbitration as you and Rising Tide would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this User Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of this User Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE SERVICES.