

Platform Use Agreement

THIS PLATFORM USE AGREEMENT (this “**Agreement**”) IS A LEGALLY BINDING AGREEMENT between _____ a _____ (“**Customer**”), and its subsidiaries, and Immediate Solutions, Inc. (“**ISI**”) entered into as of _____ the (“**Effective Date**”) governing the provision and use of the Services. By entering into this Agreement, Customer agrees, for itself and on behalf of its Authorized Users (as defined below) to be bound by the terms herein.

Whereas, Customer is an employer of the Authorized Users and pays the Authorized Users in regular intervals for work performed;

Whereas, ISI is in the business of providing disbursement services of wage earners’ Wages (as defined below) for each wage earner’s then current payment period through ISI’s propriety SaaS Service platform on behalf of entities like Customer (“**Earned Access Wage Payment Services**”); and

Whereas, Customer desires ISI to provide Earned Access Wage Payment Services to its Authorized Users and ISI wishes to provide such services on behalf of Customer.

Now, Therefore, by executing this Agreement, Customer hereby agrees to all terms of this Agreement effective as of the Effective Date.

1. Definitions. Capitalized but undefined terms shall have the meanings set forth in the Online Terms.

1.1 “API Software” means ISI’s application interfacing software in object code form that is designed to integrate with Customer’s HR and payroll systems that are necessary for the performance of the SaaS Service.

1.2 “APP TOU” means the Website and Mobile Application Terms of Use entered into between the Authorized Users and ISI, available at www.joinimmediate.com/terms-of-use/ which is incorporated herein and made a part of this Agreement by this reference.

1.3 “Authorized User” means an individual affiliated with Customer or its subsidiaries as an employee, contractor, or other wage earner, registered and identified by Customer by name to receive a User ID in order to access the SaaS Service online.

1.4 “Disbursement(s)” means the monetary amounts transmitted to Authorized Users, under the terms of this Agreement and the APP TOU, as a form of expedited payment of Wages for the applicable pay period and due to the Authorized User.

1.5 “Access Fee” means the amount charged by ISI to the Authorized User for the Earned Access Wage Payment Services.

1.6 “Reimbursements” means: (a) Disbursements; and (b) the Access Fee.

1.7 “SaaS Service” means access and use of ISI’s proprietary Software on a software as a service basis (SaaS) via the Internet. Customer will not receive a copy of such Software.

1.8 “Services” means the SaaS Service, training, professional, and other services provided by ISI.

1.9 “Software” is ISI’s proprietary software and includes software provided on a SaaS basis to make available the SaaS Service and API Software.

1.10 “User Materials” means any on-line help files or written instruction manuals regarding the use of the SaaS Service provided to Customer by ISI.

1.11 “Wage(s)” means the amount(s) already earned by an Authorized User as a wage-earning employee or contractor for Customer.

2. Privacy Policy. Customer may view a copy of ISI’s privacy policy here www.joinimmediate.com/privacy-policy/ (“**Privacy Policy**”), which explains ISI’s practices relating to the collection and use of Customer’s and its Authorized Users’ information through or in connection with the SaaS Service. The Privacy Policy is incorporated into and made a part of this this Agreement by this reference and governs ISI’s use of such information Customer and its Authorized Users make available to ISI through the SaaS Service.

3. Online Platform Terms. Customer may view a copy of ISI's online platform terms here www.joinimmediate.com/platform-use-agreement/ ("**Online Terms**"), which sets forth additional terms and conditions in addition to those contained in this Agreement. The Online Terms are incorporated into and made a part of this Agreement by this reference. By entering into this Agreement, Customer acknowledges and agrees that it has read and understands the Online Terms. A breach or violation of the Online Terms is considered a breach and violation of this Agreement.

4. Authorized Users. Subject to the requirements of this Agreement and the Online Terms, Customer may add Authorized Users, and delete Authorized Users by complying with all requirements, policies and procedures established by ISI from time to time with respect to its on-line registration and deregistration process for Authorized Users.

5. Additional Services. If requested by Customer and agreed upon by ISI, Customer may purchase training services and/or consulting, interface development or other services at ISI's then-current standard rates.

6. Payment.

6.1 Fees, Reimbursements, and Payment Terms. Subject to Customer's compliance with this Agreement and the Online Terms, there are no fees for Customers use of the SaaS Service. Customer agrees to the Reimbursement of the Authorized User's standard wage on the next payroll date through the standard payroll deduction process.

In States in which payroll deductions are not offered to settle Reimbursements, the Authorized User will be required to settle the Reimbursements through a payment method including but not limited to debit card or bank account.

6.2 Late Fees; Suspension of Services; Collection Costs. If Customer fails to pay any Reimbursements when due, ISI may charge interest of the lesser of 1.5%, or the maximum permissible rate, per month on any outstanding balance. The Company may also charge the Customer for any banking fees incurred by the Company due to failed repayment attempts. In addition to any other rights and remedies of ISI hereunder and the Online Terms, if payment is past due, ISI may, in its sole discretion, elect to suspend the SaaS Service and any other Services under this Agreement, and ISI's suspension of the SaaS Service does not relieve Customer of any of its obligations under this

Agreement or the Online Terms. Customer agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by ISI in connection with collecting any amounts due and payable by Customer under this Agreement.

6.3 Responsibility for Payments. ISI will only seek payment of the Reimbursements from Customer and will not seek repayment from any Authorized User or otherwise engage in any debt collection with regard to the Authorized User or report any Authorized User to a credit reporting agency. Customer acknowledges and agrees that Customer is solely responsible for the remittance of all Reimbursements that were legally entered into by the Authorized User and can reasonably be deducted from the Authorized User's paycheck through the standard payroll deduction process. Customer must notify the Company within 10 (ten) business days of the check date of any discrepancies between the deduction invoice and deductions presented on the employee's paycheck. Failure to notify the Company of any discrepancy within the stated time period above will result in the acceptance of the deduction invoice as presented to the Customer.

6.4 Taxes and Payroll Requirements. The fees do not include taxes. Customer will be responsible for and reimburse and hold ISI harmless against the payment of all taxes associated with this Agreement (other than taxes based on ISI's gross receipts or net income). In addition, Customer is responsible for the payment of any taxes relating to its Authorized Users as its employees or independent contractors and for withholding any amounts necessary for Customer's obligation to comply with applicable laws, rules, and regulations. For the avoidance of doubt, Customer is responsible for all taxes, withholding obligations, insurance payments, liens, garnishments, legally mandated payments made directly from an Authorized User's paycheck, and any other similar legally required disbursement or withholding from the Authorized Users' Wages.

7. Term and Termination.

7.1 Term. The term of this Agreement and the Online Terms shall continue from the Effective Date until the termination of this Agreement as provided herein.

7.2 Termination. Customer may terminate its use of the Services at any time by canceling its account. If Customer cancels its account, the Authorized Users will no longer have access to or use of the SaaS Services. Each party will have the right to terminate this entire Agreement and the Online Terms upon thirty (30) days prior written notice if the other party is in material breach

of this Agreement and/or the Online Terms, and the breaching party fails to remedy such breach within such notice period. If at any time Customer fails to pay to ISI the amounts required under this Agreement as and when such sums are due, ISI may in such event terminate this Agreement and the Online Terms by written notice to Customer, unless Customer pays all amounts due, including all accrued interest, within ten (10) days of such notice.

7.3 Effect of Termination.

(a) Upon termination for any reason, all licenses granted hereunder, including, without limitation the Online Terms, will automatically terminate, and ISI may immediately disable and discontinue Customer’s access to and use of the SaaS Service without additional notice to Customer. Customer will return to ISI or destroy the API Software and all User Materials and other materials it has acquired pertaining to the SaaS Service, the API Software, or any Confidential Information. Upon request, Customer will provide to ISI a certification of destruction by an authorized officer of Customer. In addition, all fees and payment obligations of Customer will become immediately due and payable. Termination of this Agreement shall also terminate the Online Terms except as set forth in Section 7.3(c).

(b) Pursuant to Customer’s written request, which must be received by ISI within thirty (30) days after the termination or expiration of this Agreement, ISI

will furnish to Customer, at ISI’s then current professional services rates, one copy of Customer’s data files in ISI’s standard machine-readable format as may be maintained by ISI from time to time in accordance with ISI’s procedures and retention schedules. In the absence of such notice by Customer, ISI may dispose of or destroy such data and any other materials at ISI’s discretion consistent with the requirements of Section 9 of the Privacy Policy governing Customer’s Confidential Information.

(c) All rights to payment and the provisions of Sections 2, 3, 6 and 7.3, of this Agreement and Sections 3, 6, 12.2, 12.4, 12.6, and 8 through 12 of the APP TOU will survive termination of the Agreement (together with any other provisions of this Agreement and the APP TOU that by their sense and context are intended to survive termination).

8. Whereas Clauses and Signatures. This Agreement incorporates the whereas clauses included in Section 1 above. This Agreement may be signed in counterparts with the same effect as if the signatures were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

IN WITNESS WHEREOF, the parties hereby indicate their acceptance of this Agreement by causing their duly authorized officers or representatives to execute this Agreement below.

Customer: _____
Name: _____
Title: _____
Date: _____
Signature: _____

Immediate Solutions, Inc.
Name: _____
Title: _____
Date: _____
Signature: _____