



Exhibit A

to

Merchant Agreement

### **INSTALLMENT LOAN ADDITIONAL TERMS AND CONDITIONS**

These Installment Loan Additional Terms and Conditions (the “**Terms and Conditions**”) are incorporated by reference into and made part of the Merchant Agreement (the “**Agreement**”) between **each Merchant** offering Snap-branded Installment Loans and Snap Finance LLC, a Utah limited liability company (“**Snap**”). These Terms and Conditions govern Merchant’s offering of the Installment Loans under the Program. All capitalized terms in these Terms and Conditions shall have the meaning as set forth in the Agreement unless otherwise defined herein. Snap and Merchant may each be referred to as a “party” or collectively as the “parties.”

**1. Snap Obligations.** Snap will engage in the following activities and provide the following support in connection with the Program:

- a. **File Processing.** On behalf of the Bank, Snap will receive all Customer applications that are properly submitted by a Customer and associated with Merchant, and Snap will inform the Customer and/or Merchant which applications for Installment Loans are approved by the Bank based on the Bank’s credit standards in effect from time to time. No assurance is made that any Installment Loan application will be approved.
- b. **Merchant Support.** Snap will provide Merchant and its staff with support services.
- c. **Merchant Training.** Snap will provide Merchant and its staff Program Materials and training on the Program Requirements, which materials and training may be made available to Merchant through an online portal or website.
- d. **Program Construct.** As between the parties, Snap, as service provider for the Bank, shall have exclusive authority and responsibility for the terms and conditions of the Program, any of which may be altered from time to time. Program terms that may change from time to time include, without limitation, eligible Consumer Products, Installment Loan eligibility, Installment Loan terms, processing or other fees (including such fees as Snap may require the Merchant to collect), and applicable interest rates.

**2. Merchant Obligations.** Merchant will, in compliance with the Program Requirements, market and promote the Program to consumers and assist consumers in completing and submitting online applications. Merchant acknowledges that Installment Loan approvals are valid only for the time period provided in the approval and that Merchant may rely solely on Installment Loan approvals communicated by Snap as part of the Program. Merchant also understands and agrees to the following:

- a. **Merchant Sales Staff Training.** Merchant will cause all of its staff who are involved in the offering or facilitation of Installment Loans under the Program to receive training required by Snap.
- b. **Eligible Products and/or Services Qualification.** Snap, on behalf of the Bank, will determine which Consumer Products are eligible for the Program (“**Eligible Products**”). Merchant will only offer the Program for Eligible Products. Merchant shall reimburse the Bank for the full amount paid Net Merchant Proceeds for any Consumer Product transactions that are not Eligible

Products.

- c. **Product Returns.** Merchant will honor its applicable return and refund policies for Consumer Products financed with Installment Loans. Merchant shall immediately pay to the Bank the full amount of any paid Net Merchant Proceeds in connection with any Consumer Products returned by a Customer or with respect to which Merchant is providing a refund. Merchant authorizes the Bank, or Snap on behalf of the Bank, to ACH debit Merchant's bank account for any amounts owed to Bank with respect to returns or refunds.
- d. **Marketing Materials.** Merchant will not use Snap's logo or any marketing or promotional materials for the Program that have not been provided by Snap or approved in writing by Snap, on behalf of the Bank.
- e. **Merchant Oversight.** Merchant authorizes Snap to conduct Merchant oversight activities during the Term of this Agreement which may include but not be limited to site visits by Snap or Snap representatives, verification of licenses, validation of Merchant-provided information related to ownership and business operations, Snap monitoring of financial transactions and business activities, audits upon reasonable notice and during regular business hours, and any other activities which Snap may reasonably conduct or request assistance from Merchant to complete. Merchant shall promptly respond to and cooperate with all Snap requests related to compliance with any applicable law, regulation, or ordinance.
- f. **Merchant Misconduct.** Merchant (and any Merchant employee or representative) shall not commit fraud against Snap, the Bank or any consumers or assist or facilitate fraud by or against any Customer or third party, including without limitation by misrepresenting, executing on behalf of a Customer, or by altering any application, statement or supporting documentation regarding any Installment Loan. Additionally, Merchant may not submit any applications to Snap for any Merchant employees or Merchant family members. If it is discovered that Merchant (or any Merchant employee or representative) breached the preceding sentences in connection with any Installment Loan, Merchant shall immediately pay to the Bank the paid Net Merchant Proceeds in connection with the respective Installment Loan. In the event of such misconduct, Merchant hereby authorizes Snap, on behalf of the Bank, to ACH debit Merchant's account for the amount due to the Bank. Notwithstanding any conflicting provision of the Agreement, Merchant agrees that the Bank may offset any amounts that may be payable to the Bank under the Agreement against any amounts that the Bank may owe Merchant under the Agreement.
- g. **Customer Interference.** Merchant agrees to not encourage any Customer to return merchandise financed by an Installment Loan or default on an Installment Loan.
- h. **Policies and Procedures.** Merchant will comply with all Program Requirements.
- i. **Compliance with Law.** Merchant will comply with all applicable laws, including, but not limited to, consumer financial protection laws, and maintain all required licenses, registrations and permits in connection with its business. Additionally, to the extent applicable to Merchant's activities, Merchant shall comply with all applicable laws and regulations regarding Anti-Money Laundering (AML) and Counter-Financing of Terrorism (CFT) as established by the Financial Crimes Enforcement Network (FinCEN) and Office of Foreign Assets Control (OFAC) and any applicable regulatory directives from the Bank. This compliance includes, but is not limited to, adhering to laws related to the prevention of money laundering and terrorist financing.
- j. **Trademarks.** Merchant shall not use any trademarks, service marks, trade dress or other intellectual property of Snap or the Bank, except that, during the term, Merchant may display marketing materials provided by Snap in a manner permitted by the Program Requirements.

### 3. Installment Loan Requirements

Merchant represents, warrants and covenants with respect to each Installment Loan as follows:

- a. The Installment Loan has been facilitated by Merchant in compliance with all Program Requirements.
- b. The Installment Loan financed only Eligible Products at a price that would be offered to any

other consumer paying by different means (i.e., there has been no mark-up of the price for any reason, including without limitation to offset any merchant discount).

- c. Merchant itself has not entered into any agreement or understanding with any Customer regarding the Installment Loan.

#### 4. Access to Snap Platform

- a. **Definitions.** “**Software**” means computer programs, source code, object code, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Software also includes application programming interfaces and similar communication or interface codes and technologies. “**Platform**” means the web-based platform managed by the Snap and used by Snap to facilitate the Program, including any Merchant Portal, consumer portal, developer portal, website, Software, plugins, application interfaces and applications that are used to provide or are a part of the Platform.
- b. **License Grant.** Subject to and conditioned on the Merchant’s compliance with all terms and conditions set forth in, the Agreement and any Software or Platform-specific terms of use or agreements, Snap hereby grants to the Merchant a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to use the Platform solely for the purpose of participating in the Program and facilitating the issuance of Installment Loans to Customer by the Bank. Snap reserves all rights that are not expressly granted.
- c. **Use Restrictions.** Except as expressly authorized under the Agreement, Merchant may not: (i) copy, modify, or create derivative works of the Platform or Software, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Software; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Software component of the Platform (including any underwriting algorithms), in whole or in part; (iv) combine or integrate the Platform with any software, technology, services, or materials not authorized by Snap; or (v) use the Platform in a way that violates any law, rules or regulations or the intellectual property or other rights of a third party.
- d. **Intellectual Property Ownership.** Merchant acknowledges that it has no ownership interest or other rights in the Platform other than the limited license granted herein, and that, as between Merchant and Snap, all right, title, and interest, including all intellectual property rights, in and to the Platform, the Software and any trademarks or other marks are the property of Snap or the Bank.
- e. **Disclaimer of Warranties.** THE PLATFORM IS PROVIDED “AS IS” AND WITHOUT WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED, AS WELL AS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

#### 5. Indemnities

Merchant shall indemnify Snap and the Bank, and their officers, directors, members, employees, agents and representatives (the “**Snap/Bank Indemnified Parties**”), and hold the Snap/Bank Indemnified Parties harmless, from and against, any and all losses, costs and damages (“**Indemnified Amounts**”) arising from (i) any breaches by Merchant of its representations, warranties, covenants and obligations hereunder and (ii) any third-party claims that Consumer Products are substandard in any way and/or that Merchant engaged in wrongful acts or omissions in connection with financed Consumer Products and/or the Program. Snap shall indemnify Merchant and its officers, directors, members, employees, agents and representatives (the “**Merchant Indemnified Parties**”), and hold the Merchant Indemnified Parties harmless, from and against, any and all Indemnified Amounts arising from any violations of law in connection with Program Requirements or Installment Loan Agreements, forms and promotional

materials prepared by Snap, on behalf of the Bank, and/or the Bank.

## **6. Consumer Financial Privacy; Mutual Obligations Regarding Sensitive Consumer Information**

- a. **Consumer Financial Privacy Requirements.** The parties may exchange nonpublic personal information about individuals who apply for Installment Loans. Each party agrees to provide to such individuals any and all privacy policies associated with the Program or required by law and to adhere to such policies. Merchant shall refrain from using or disclosing any individual applicant's or Customer's non-public personal information (as defined under Federal Regulation P), other than as necessary to facilitate an application for an Installment Loan and the transaction associated with such Installment Loan. These permitted purposes include disclosure or use: (i) for processing and servicing, (ii) based on a consumer's consent or direction, and (iii) as otherwise allowed by law, including but not limited to 16 C.F.R. Part 313, to the extent applicable, and similar laws and regulations.
- b. **Safeguarding Requirements.** The parties shall each implement and maintain appropriate safeguards to protect non-public personal information. Each party shall maintain appropriate safeguards to protect non-public personal information. Merchant agrees to implement and maintain safeguards required by Snap or the Bank.
- c. **Disposal Requirements.** To protect against unauthorized access to or use of non-public personal information, each party shall have implemented policies and procedures that reasonably: (i) protect against unauthorized or unintentional disposal of non-public personal information; and (ii) provide for the disposal of non-public personal information at the point retention of such non-public personal information is not required for a business purpose or by applicable law. Snap and the Bank may monitor Merchant's compliance with its policies and procedures.
- d. **Identity Theft Requirements.** Each of Snap and Merchant agrees to have in place policies and procedures, to the extent required by applicable law, to detect relevant identity theft red flags that may arise in the performance of its activities under the Agreement, and Merchant agrees to comply with the identity theft and fraud protection policies and procedures for the Program communicated by Snap in the Program Requirements. Merchant agrees that its activities related to the Agreement will be conducted in accordance with reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft.
- e. **CCPA and Similar Laws.** Merchant will comply with the California Consumer Privacy Act of 2018 (the "CCPA") and any other federal, state or local law related to the privacy of personal information, in each case to the extent such law and regulations apply to the Program, Customers and/or or data provided under the Agreement. Merchant shall not collect, retain, use, or disclose "Personal Information" (as defined in the CCPA) for any purpose other than the specific purpose of participating in the Program in accordance with Program Requirements or as otherwise permitted by the CCPA. Merchant agrees not to sell Personal Information. Merchant will provide reasonable assistance to and will follow Snap and the Bank's directions when responding to any request made by an applicant or Customer to exercise any rights under the CCPA or other applicable privacy law. If Merchant receives such an applicant or Customer request, Merchant will inform the Customer that he/she should submit the request directly to Snap.
- f. **TCPA and Telemarketing Laws.** Merchant shall not contact a consumer or Customer by telephone or via SMS using a number provided by the Bank or Snap or otherwise with respect to the Program other than in strict compliance with the Agreement (including any Program Requirements); the Telephone Consumer Protection Act of 1991, as amended (the "TCPA"); the Telemarketing Sales Rule; the CCPA; and other applicable privacy laws and any other laws, rules or regulations that may be applicable to such activities.

**7. Force Majeure.** No party shall be liable for any failure or delay in performance under the Agreement to the extent such failure or delay is beyond that party's reasonable control and occurs without its fault or

negligence, including, without limitation, weather causing power outages, internet failure, failure of suppliers, subcontractors, and carriers, causing such party to fail to meet its performance obligations under the Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with reasonable details, following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**8. Representations and Warranties.** Each party represents and warrants that as of the date hereof and during the term hereof:

- a. Such party is a corporation, limited liability company or other entity duly organized, validly existing and in good standing under the laws of the state of its formation.
- b. Such party has full authority and corporate power to enter into the Agreement, is properly licensed to conduct its business and engage in the Program and has full authority to perform its obligations under the Agreement.
- c. The Agreement represents a valid obligation of such party and is fully enforceable against it in accordance with its terms.

**9. Identification of Bank.** As of the date of the Terms and Conditions, the “**Bank**” is defined as Capital Community Bank (d/b/a CCBank), an FDIC-insured, Utah state-chartered bank. To the extent such Bank has accepted any applications through Merchant or funded Merchant with any Installment Loans, such Bank is an intended third-party beneficiary of the Agreement.

**10. eConsent.** Any signature (including any electronic symbol or process attached to, or associated with, an agreement or other record and adopted by a person with the intent to sign, authenticate or accept such agreement or record) to the Agreement or to any other certificate, agreement or document related to the relationship between the parties, and any agreement formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transactions Act, or any similar state law based on the Uniform Electronic Transactions Act.