

# TERMS OF USE AGREEMENT

These Terms of Service (these “Terms”) govern your access to and use of HausDirect (as defined below in Section 1) offered through the application or website (the “Site”). By accessing or using HausDirect, you are agreeing to these Terms, which form a legally binding agreement between you, as the user of HausDirect (“you” or “your”) and TipHaus, Inc., by and through its affiliates (hereafter, “TipHaus”, “we”, “us”, or “our”). If you are not eligible to use HausDirect in accordance with these Terms, or if you do not agree with these Terms, you must not access or use HausDirect.

**THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING THE SITE AND HausDirect. THESE TERMS INCLUDE DISPUTE RESOLUTION PROVISIONS THAT LIMIT YOUR RIGHTS TO SUE TIPHAUS IN A COURT OF LAW AND TO BRING OR PARTICIPATE IN ANY CLASS OR GROUP PROCEEDING. THEY ALSO CONTAIN PROVISIONS THAT LIMIT TIPHAUS’S LIABILITY TO YOU.**

1. “HausDirect” is a TipHaus product offering to facilitate the payout deposit by employers of all payable tips to you directly to a debit Card on File. To sign up for HausDirect, you must access the TipHaus Employee App and create an online account (“Account”) and provide certain information about yourself, including full name, card information, and billing address (“Your Content”). You represent that you own or have the necessary permissions to use and authorize the use of Your Content as described herein. Each transactional payout utilizing HausDirect is preconditioned on an OFAC verification. You are responsible for maintaining accurate account information at all times, and for maintaining the confidentiality of your Content and Account password. You are solely responsible for Your Content and TipHaus assumes no responsibility or liability in connection with Your Content. The recipient’s name on any such payout payments must match the name of the individual with the debit Card on File. Any such deposits received in a name other than the name registered to the Account may be returned to the originator. Deposits may be available within minutes of a successful transaction, however there may be times when such transactions are delayed due to network timing or other factors. These transactions are final and non-refundable.
2. You are also responsible for all activities that occur in connection with your Account, and you agree to notify TipHaus support team immediately of any unauthorized use of your Account. You may not create or use an Account for anyone other than yourself. You may not impersonate someone else, provide an email address other than your own, create multiple Accounts, or transfer your Account to another person. You may only have one (1) debit Card on File, which can be edited or deleted. Certain cards may have restrictions or not be compatible.
3. HausDirect is a fee-based service. Certain fees, charged on a per-transaction basis, may be applicable to you, as determined solely by the employer. Please verify with the employer whether fees may apply. You may elect to sign up for hausmoney, with no applicable fees related to the payout of tips. Third party institutions may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash that will be debited from the payout amount.
4. The payout and remittance of any and all earned tips is solely the responsibility of the employer. In the event there is an issue with the payout of tips, including no payment at all, you are required to first contact either the receiving bank associated with the Card on File, or the employer paying party. HausDirect support is limited to establishing a Card on File, deleting a Card on File, assisting in the registration process, advising on payout activity, and posting, opting out of HausDirect, and assistance with converting to hausmoney.
5. You must comply with the current Documentation as posted by us and updated by us from time to time on [www.tiphaus.com](http://www.tiphaus.com) (or such other website as we provide). We reserve the right to suspend and/or terminate your Account for any reason at any time. Use of HausDirect is also governed by our Privacy Policy, the most current version of which is available at Privacy Policy and incorporated herein by reference. Our Privacy Policy contains important disclosures about how we collect and use your personal information. By accessing HausDirect, creating an Account, or using HausDirect, you consent to the collection and use of your personal information as set forth in our Privacy Policy. Unless we specifically request it, you agree not to upload or transmit any personal information to HausDirect.
6. HausDirect and Offerings may be modified, updated, interrupted, suspended, or discontinued at any time. We provide HausDirect from our locations in the United States. We make no representation that HausDirect is appropriate or available in other locations.

7. WE WILL USE REASONABLE EFFORTS CONSISTENT WITH PREVAILING INDUSTRY STANDARDS TO MAINTAIN HAUSDIRECT IN A MANNER WHICH MINIMIZES ERRORS AND INTERRUPTIONS IN HAUSDIRECT . OTHERWISE, HAUSDIRECT IS PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TIPHAUS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR

OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, TIPHAUS DOES NOT WARRANT THAT HAUSDIRECT WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT HAUSDIRECT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TIPHAUS MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, COMPLETENESS, ACCURACY, OR RELIABILITY OF HAUSDIRECT, ITS SAFETY OR SECURITY, INCLUDING WITHOUT LIMITATION THE SECURITY OF YOUR DATA, OR HAUSDIRECT CONTENT. TIPHAUS MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD-PARTY CONTENT OR ANY THIRD PARTY OR HAUSDIRECT USERS. YOUR USE OF HAUSDIRECT AND YOUR PURCHASE AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH HAUSDIRECT IS AT YOUR OWN DISCRETION AND RISK. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH HAUSDIRECT, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF HAUSDIRECT.

8. You represent and warrant that you will not, and will not assist, encourage, or enable others to:

- a. Upload or transmit any Content to HausDirect in violation of the Content Guidelines.
- b. Partake in any activity or action that is unlawful or that is against the spirit or intent of HausDirect.
- c. Copy, modify, edit, create derivative works of, publicly display, publicly perform, republish, transmit, distribute, or otherwise exploit HausDirect or any material obtained through HausDirect.
- d. Lease, sell, rent, or otherwise exploit for commercial purposes any part of HausDirect, including without limitation access to or use of HausDirect.
- e. Delete, alter, or obscure any intellectual property rights or other proprietary rights notices from copies of materials from HausDirect.
- f. Initiate, assist, or become involved in any form of attack or disruption to HausDirect, including without limitation distribution of a virus, worm, spyware, time bombs, corrupted data, denial of service attacks upon HausDirect, or other attempts to disrupt HausDirect or other person's use or enjoyment of HausDirect.
- g. Use robots, spiders, crawlers, man-in-the-middle software, or any other automated process to access, use, reverse engineer, or manipulate HausDirect, Accounts, or Tiphaus.
- h. Promote, encourage, or participate in any activity involving cheating, hacking, phishing, distribution of counterfeit Service, or taking advantage of or creating exploits, cheats, bugs, errors, undocumented features, or other software designed to modify HausDirect or user's supports.
- i. Attempt to gain unauthorized access to Service or Accounts not belonging to you.
- j. Conspire or work with others to violate any of the foregoing restrictions.
- k. Use HausDirect where it is prohibited by law or in violation of law.

9. You may send us ideas, suggestions, or proposals ("Feedback"), but you agree that (i) your Feedback will not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to

the Feedback, (iii) we have no obligation to review, consider, or implement the Feedback, or to return to you all or part of the Feedback, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide, assignable, sublicensable, transferable license to use, modify, prepare derivative works of, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against Tiphaus and its users any claims and assertions of any moral rights contained in such Feedback.

10. You agree to defend, indemnify, and hold Tiphaus, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents, contractors and representatives of each of them (collectively, the "Tiphaus Entities") harmless from and against any claim, liability, loss, injury, damage, cost, or expense (including reasonable attorneys' fees) arising out of or from (a) your access and use of HausDirect, including Your Content; (b) your violation of these Terms; or (c) the infringement by you, or any third party using your Account, of any intellectual property or other right of any person or entity. Tiphaus reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us if you are not responsive to your obligations hereunder, and you agree to cooperate with our defense of these claims. You agree not to settle any indemnifiable matter without the prior written consent of Tiphaus. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE TIPHAUS ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING HausDirect, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

a. **EXCLUSIONS OF CERTAIN DAMAGES.** YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TIPHAUS ENTITIES WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL OR OTHER SIMILAR DAMAGES OR LIABILITIES ARISING OUT OF OR RELATED TO THESE TERMS OR THE USE OF HausDirect, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE TIPHAUS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

b. **CAP ON LIABILITY.** THE TIPHAUS ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH HausDirect OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE TIPHAUS ENTITIES IN CONNECTION WITH HausDirect IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.

12. PLEASE READ THIS SECTION CAREFULLY AS IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. BY ACCESSING OR USING HausDirect, OR BY PURCHASING PRODUCTS ON THE SITE, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

a. **Initial Dispute Resolution.** If a dispute arises between you and Tiphaus pertaining to these Terms and your use of HausDirect, the party raising the dispute must notify the other party in writing, or in your case, you may contact the Tiphaus support team at support@tiphaus.com. For a period of at least forty-five (45) days following such notification, we will use good faith efforts to settle such dispute, which shall be a condition to either party initiating binding arbitration.

b. **Binding Arbitration.** If the parties do not reach a resolution to a dispute after at least forty-five (45) days of good faith efforts with HausDirect's support team, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms

(including their formation, performance and breach), the parties' relationship with each other and/or your use of HausDirect, shall

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be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. Any arbitration hereunder will be held exclusively in the State of Washington, United States. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

c. **No Class Action.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND TIPHAUS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

d. **Access to Courts.** The parties understand that, absent the mandatory arbitration provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may bring an action in U.S. state or federal court to protect its intellectual property rights ("intellectual property rights" means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights) or otherwise seek injunctive relief. For any dispute not subject to arbitration, you and Tiphaus agree to submit to the personal and exclusive jurisdiction of any venue in the federal and state courts located in the state of Washington, United States. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

e. **Controlling Law.** These Terms and any action related thereto, including arbitration, will be governed by the laws of the State of Washington without regard to its conflict of law provisions to the contrary.

13. These Terms may be revised periodically by our posting of an updated version on our website or in our mobile applications. You are responsible for checking these Terms and the Privacy Policy regularly to stay informed about changes. By continuing to use HausDirect after an updated version of the Terms is posted, you agree to be bound by the updated Terms and/or Privacy Policy in connection with your continued use of HausDirect. Except as otherwise stated, any changes will be effective immediately upon publication of an updated version of the Terms or Privacy Policy as indicated herein.
14. Any waiver of a right or provision hereunder must be in writing to be effective. Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.
15. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with our prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. You agree that no joint venture, partnership, employment, agency, special or fiduciary relationship exists between you and Tiphaus as a result of these Terms or your use of HausDirect. These Terms do not and are not intended to confer any rights or remedies upon any person other than you and Tiphaus, with the limited exception as set forth in Section 1E.
16. In the event notice is required under these Terms:

a. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

b. To Us. To give us notice under these Terms, you must contact us by e-mail [support@tiphaus.com](mailto:support@tiphaus.com). We may update the address for notices to us by posting a notice on [www.tiphaus.com](http://www.tiphaus.com).

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17. These Terms, including the Privacy Policy, are the entire and exclusive agreement between you and us with respect to HausDirect and the subject matter hereof, and together they supersede and replace any prior agreements regarding the foregoing.

