

Oasis Terms of Service

Effective date: Apr 15th, 2024

Kikoff Inc., a Delaware corporation (“Oasis”, the “Company,” “we,” “our,” or “us”), owns and operates Oasis (“Oasis” or the “App”). By accessing or using Oasis, you (the “User”, “you”, or “your”) agree that you have read, understand, and agree to be bound by these terms of service (the “Terms of Service”). Please review these Terms of Service before using Oasis. If you do not agree to these terms, you should not access or use Oasis.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY, AS THEY CONTAIN AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR AND OUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. THE ARBITRATION AGREEMENT REQUIRES DISPUTES BETWEEN YOU AND US (WITH LIMITED EXCEPTIONS) TO BE RESOLVED BY AN ARBITRATOR THROUGH BINDING AND FINAL ARBITRATION, RATHER THAN BY A JUDGE OR JURY IN COURT. IF A DISPUTE IS ARBITRATED (1) YOU AND WE WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ONE ANOTHER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU AND WE WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. YOU HAVE THE RIGHT TO REJECT THE ARBITRATION AGREEMENT AS SET FORTH BELOW.

Eligibility

Oasis is intended solely for Users who are citizens or legal residents of the United States of America and are physically present in the United States of America at the time of such use. By using Oasis, you represent and warrant that you agree to and will abide by all of the terms and conditions of these Terms of Service, and that you are not prohibited by applicable law from using Oasis. If you violate any of these Terms of Service, the Company may delete your account and/or prohibit you from using or accessing Oasis, at any time in its sole discretion, with or without notice.

Revisions

We may make changes to these Terms of Service from time to time in our sole discretion. If we do make revisions, we will post the changed Terms of Service on the App or our website, and will indicate at the top of this page under the heading “IMPORTANT NOTICE” the date these Terms of Service were last revised. You understand and agree that your continued use of Oasis after we have made any such changes and provided such notice constitutes your acceptance of the changes to the Terms of Service. If you disagree with the changes, do not continue to use Oasis. However, you will continue to be bound by the most recent version of the Terms of Service that you did accept, including the Arbitration Agreement.

Specific Registration Consents

When you register as a member, you authorize us to create and maintain an account in your name using your account registration information and other information that may be collected about you in accordance with our Privacy Policy as part of providing our services (collectively, such information is your “Member Profile.”). By registering, you also specifically consent to let us request and receive your consumer report data and other data about you from third parties to include in your Member Profile as follows: I understand that I am providing written instructions in accordance with the Fair Credit Reporting Act and other applicable law for Oasis or its affiliated companies to request and receive copies of consumer reports, scores and other information about me from third parties, including, but not limited to, Experian, TransUnion and Equifax. I understand that my instructions let Oasis and affiliated companies obtain such information at any time for as long as I have a registered Oasis account to use as described in the Terms of Service and [Privacy Policy](#). I authorize Oasis to access and review my credit information in order to display it to me and to provide me with relevant financial recommendations and marketing offers. I also accept Oasis's Terms of Service, [E-Sign Consent](#), and [Privacy Policy](#).

Proprietary Rights

Oasis and all content contained or otherwise accessible through it, including designs, text, graphics, pictures, video, information and their selection and arrangement (the “Content”), are the proprietary property of the Company with all rights, title, and interest reserved. No Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company’s prior written permission. You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Company’s services, including any Content. Unless explicitly stated in these Terms of Service, nothing in these Terms of Service will be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of the Company in the U.S. and/or other countries. The Company’s trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company. Provided that you are eligible to use Oasis, you are granted a limited license to access and use Oasis and to download or print a copy of any portion of the Content solely for your use of Oasis, provided that you keep all copyright or other proprietary notices intact. You may not republish the Content or incorporate the Content in any other compilation, and any other use of the Content is strictly prohibited.

Restrictions

You may not use Oasis in any manner that violates applicable law. Without our prior express written consent, you may not use Oasis in any manner that violates these Terms of Service, or that could or is intended to damage, disable, overburden, or impair Oasis or interfere with any other party’s use and

enjoyment of Oasis. Such unauthorized use, including but not limited to unauthorized entry into Oasis systems or misuse of any information posted on Oasis, is strictly prohibited. Your use of Oasis is limited to the intended function of Oasis and you accept sole responsibility for all of your activities using Oasis. Specifically, you may not use Oasis in a manner that:

- (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any party (including but not limited to rights of publicity or other proprietary rights);
- (b) is unlawful, fraudulent, or deceptive;
- (c) interferes with any other person's use of Oasis, including, without limitation, by disrupting, spamming or otherwise using abusive tactics to deter others from using Oasis or any of its features;
- (d) uses technology or other means to access content or systems of Oasis in a manner that is not authorized by Oasis;
- (e) uses any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of Oasis, without Oasis' express prior written consent;
- (f) uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or systems of Oasis;
- (g) uses tools which hack or alter this Oasis, or that allow you to connect to Oasis's private binary interface or utilize any interfaces other than those provided by us to you;
- (h) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- (i) attempts to gain unauthorized access to Oasis's computer network or user accounts;
- (j) encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- (k) violates these Terms or any other Oasis policies;
- (l) attempts to damage, disable, overburden, or impair Oasis servers or networks;
- (m) mirrors or frames any part of Oasis without Oasis' express prior written consent;
- (n) creates multiple accounts for the purpose of sale or transfer to others, transfer your account to others, park your account or those of others, or use another person's account with Oasis;

- (o) fails to comply with applicable third-party terms; or
- (p) constitutes any other inappropriate conduct, as determined by us in our sole discretion.

We reserve the right, in our sole discretion, to take any actions we deem necessary and appropriate to preserve the integrity of our Oasis. We may terminate, disable or throttle your access to, or use of, Oasis at any time without notice for any reason, with or without cause in our sole discretion. If you are blocked by us from accessing Oasis (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address)

Intellectual Property

Any content, materials, or information downloaded, and all intellectual property pertaining to or contained on Oasis (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by Oasis or third parties; all rights, title, and interest will remain the property of Oasis 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.

You are authorized to view and retain a copy of pages of Oasis only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on Oasis for the purpose of transacting business with us. You may not tokenize copies of the pages of Oasis or any other content on Oasis. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit Oasis, or any portion of Oasis, for any public or commercial use, without our prior express written consent. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on Oasis (or printed pages produced from Oasis), and (b) will not make any other modifications to any documents obtained from Oasis other than in connection with completing information required to transact business with Oasis.

Representations

You represent, warrant and agree that no materials of any kind submitted through Oasis will violate or infringe upon the rights of any third party, or contain otherwise unlawful material. You further represent and agree that you will not use Oasis in any unlawful manner or in any other manner that could damage, disable, overburden or impair Oasis.

We cannot and do not promise that Oasis will be uninterrupted, secure, or error-free. We reserve the right to interrupt/suspend Oasis, or any part thereof, with or without prior notice for any reason.

Use of Oasis

You agree to use Oasis in accordance with these Terms of Service and any applicable usage rules of any third-party mobile telephone, tablet or other device (each a “Mobile Device”) or service provider or the third party from whom you are downloading Oasis (each and “App Store”). Supported App Stores include Apple App Store and Google Play; other App Stores are not supported. It is your responsibility to review the terms and conditions of any App Store and to determine what usage rules of such App Store apply to you depending on (1) your mobile device, (2) the method by which you downloaded Oasis, and (3) the App Store from which you downloaded Oasis (collectively, the “Usage Rules”).

We may offer products and services to you through Oasis. You acknowledge and understand that certain products and services available to you through Oasis, including your ability to conduct financial transactions, schedule payments or view your account balances, require data access or wireless internet capability. You agree that you are responsible for any such data access or wireless internet charges of your mobile device service provider. Oasis is designed to be accessible on multiple types of mobile devices and operating systems. We do not, however, make any representation or warranty that Oasis will be compatible with your mobile device or any specific operating system version of your mobile device or any other hardware, software, equipment or device installed on or used in connection with your mobile device.

You agree that your functional use of Oasis may be affected by or dependent on your wireless connection and speed or your wireless service provider. The functionality of Oasis could become disabled during times of poor connections or speeds from your wireless or internet service provider. You agree that it is your responsibility to verify the status of any attempted transaction by reviewing your account.

You acknowledge and agree that the Company, and its affiliates, agents and licensors, will have no liability to you for any losses, financial or otherwise, suffered by you arising out of or resulting from compatibility or inoperability problems or the failure of or your failure to confirm any attempted transaction. If you are accessing any agreements, disclosures, or other legally-required information we provide electronically on a mobile device, you must make sure that you have software on your mobile device that allows you to view, print and save the content presented to you. If you do not have these capabilities on your mobile device, please access Oasis through a device that provides these capabilities. You acknowledge, understand and agree that your use of Oasis and your access to your account through Oasis is also governed by any other agreement to which you have previously agreed to with the Company and each and every current and future affiliate of the Company in addition to these Terms of Service.

Customer Communications

By accepting these Terms of Service, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, account with the Company, or physical or electronic address you provide or at which you may be reached. You agree we, our affiliates, agents, or service providers may contact you in any way, including by e-mail, SMS messages (including text messages) calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system at any phone number you have provided to us, including any mobile phone number, as well as any address in our records or in public or

nonpublic databases. You understand that you are not required to provide consent to marketing SMS messages as a condition to accessing the Company's services or products. You may withdraw your consent to SMS communications by replying STOP to the SMS message, or by contacting us at **cash-advance-support@oasiscredit.com**.

In addition, we may contact other people who may provide employment, location or other contact information for you. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave messages on your answering machine, voice mail, or send messages via text. You can revoke your consent at any time by contacting us at **cash-advance-support@oasiscredit.com**.

You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. You are responsible for any and all charges, including fees associated with text messaging, imposed by your communications service provider. You agree that we and our agents, representatives, affiliates or anyone calling on our behalf may contact you on a recorded or monitored line and that any incoming calls may also be recorded and monitored. You also agree to receive alerts about your account activity, balances, payments, suspicious activities, and other matters involving your use of the App or the Company's services through push notifications to your smartphone or other device.

Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. The Company is not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your account or use of the App. The Company may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device.

Mobile Identifiable Information

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Oasis and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our [Privacy Policy](#) for how we treat your data.

Privacy

Please review our [Privacy Policy](#), which explains how we treat your personal information when you use Oasis. By using Oasis, you are also consenting to the terms of our [Privacy Policy](#).

Your Account

Your acceptance of the [E-Sign Policy](#) is required to create an Account. You may be presented with the opportunity or requirement to create an account to use certain parts of Oasis. When you create an account, you may be required to pick a user name, password, and/or other access credentials. You are responsible for maintaining the confidentiality of your account and access credentials and for restricting access to your computer and any other devices you use to access your account, and you agree to accept responsibility for all activities that occur under your account or access credentials. You may not assign or otherwise transfer your account to any other person.

You acknowledge that the Company is not responsible for third party access to your account that results from theft or misappropriation of your account. The Company and its associates reserve the right, in our sole discretion, to refuse or cancel service, terminate accounts, or remove or edit Content. You agree to (1) immediately notify us of any unauthorized use of your access credentials or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session when accessing Oasis. We will not be liable for any loss or damage arising from your failure to comply with this section.

You may be presented with the opportunity to apply for a loan or other product through Oasis. When applying for a loan on Oasis, you agree to provide current, complete, and accurate information about yourself. If any information you provide is untrue, inaccurate, not current, or incomplete, the Company has the right to terminate your loan pre-registration and/or application and to decline to provide any and all future use of Oasis. We reserve the right to decline your application for a loan or other product.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

Free Services

The services for credit score and monitoring are accessible only to those customers whose identity we can confirm. When you sign up for these services, we'll need your personal identification details and address. We might also request additional information, like your contact details, including phone number and email, along with other personal data to authenticate your identity. This information is essential for us to confirm your identity and to meet our responsibilities in delivering our services, which includes liaising with external parties when needed. Such parties may include identity verification firms, consumer reporting agencies, credit bureaus, payment validation companies, law enforcement, among others, to provide these services.

By using the credit score and credit reporting services offered by Equifax within our services, you consent to employing these services to safeguard against or address real instances of fraud, unauthorized transactions, claims, or similar liabilities.

Subscription Memberships

Beyond the complimentary offerings, Oasis might offer you access to exclusive premium features through a paid subscription membership. If you qualify, Oasis Plus grants you the opportunity to use Oasis's Advance service.

Subscription Membership Fee for Premium Features

Oasis Plus is subject to a subscription fee of \$9.99 per month. We require that you link a Bank Account or debit card (a "Payment Method") for payment of the Membership Fee (the subscription fee). You will be billed for your Subscription Fee on a monthly basis, starting on the date of your requesting a subscription, and repeating monthly until such time that you choose to cancel your subscription.

Oasis prioritizes collecting the Membership Fee at times when your Payment Method has adequate funds to cover the fee. We strive to prevent charging the Membership Fee if it's apparent that your Payment Method lacks sufficient funds. Should our initial attempt to process the Membership Fee fail, Oasis retains the right to make additional attempts for up to 21 business days.

For debit card payments, the timing of attempts may vary within the day, conforming to network rules. For payments via ACH, we may undertake up to two more attempts, totaling three debit attempts, in accordance with ACH rules. Following these attempts, any further charges will require new authorization from you. This could lead to an alteration in your billing date for each period.

While Oasis monitors your account balance and endeavors to ensure sufficient funds before making debits, the company cannot guarantee that overdrafts will not occur.

Credit and Debit Authorization For Oasis Subscription Membership

If you enroll in an Oasis Subscription Membership, you authorize Oasis to electronically debit your Payment Method for the Membership Fee once each month. As applicable, you also authorize Oasis to electronically debit and credit your Payment Method to correct erroneous debits and credits. You have the right to receive notice of any debit for the Membership Fee that would vary in amount from a previous Membership Fee, but you agree that we only need to notify you in advance if a particular debit from your Payment Method would be more than \$9.99 for Oasis Plus

You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for automated clearinghouse ("ACH") transactions as provided herein and will remain in full force and effect until you notify Oasis that you wish to revoke this authorization by

emailing cash-advance-support@oasiscredit.com. You must notify Oasis at least three (3) business days before the scheduled debit date in order to cancel this authorization. When you call or email, please include the name and telephone number associated with your Oasis User Account. Failure to provide correct and complete information may make it impossible for Oasis to stop withdrawal of the preauthorized withdrawal.

You agree to indemnify and hold harmless Oasis from and against any loss incurred as a result of its withdrawal of a preauthorized debit transaction from your Bank Account or debit card if any of the information relied upon in your request to stop payment is incorrect or incomplete. If you have followed the instructions in this section to notify Oasis of your desire to revoke your authorization at least three (3) business days before the scheduled debit date, Oasis will be liable for your losses or damages directly caused by our failure to stop any preauthorized transaction. If we do not receive notice at least three (3) business days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the transaction. However, we assume no responsibility for our failure to do so.

You warrant and represent to Oasis that you have the right to authorize us to charge and credit your Bank Account or debit card for payments due to us under this Agreement.

You represent that you are capable of saving or otherwise storing a copy of this electronic authorization for your records, and the credit and debit transactions you request comply with applicable law.

Advance Service

When you sign up for one of Oasis's Subscription Memberships, you may elect to receive one or more non-recourse Advances (each, an "Advance") from Oasis. You can obtain Advances from Oasis in several different ways. Keep in mind that you must qualify for an Advance each time an Advance request is made. You may request the approved amount or an Advance amount less than the approved amount from Oasis at any time by selecting the Advance amount and preferred delivery method within the app. Please note that you cannot request an Advance if you already have an Advance outstanding.

When You Will be Charged for Advance Repayment

If you receive an Advance, Oasis will charge your Payment Method for Advance repayment any time after the later of: (a) the due-date displayed to you through the services when you request the Advance; or (b) any time Oasis sees a positive cash inflow into your linked bank account (each a "Preauthorized ACH Repayment") even if that available cash isn't enough to pay the full amount owed on the Advance.

Oasis's Recourse In the Event of Non-Payment

This Section sets forth the entirety of Oasis's recourse against you in the event that an Advance is not recovered. Any other recourse or remedies claimed by Oasis, including but not limited to, indemnities, limitations on liability, and disclaimers of warranty described in this Agreement, do not apply to non-payment of an Advance.

Oasis warrants that it has no legal or contractual claim against you based on a failure to repay an Advance, but Oasis will suspend your access to the services until you repay an Advance in full. With respect to a failure to repay an Advance, Oasis warrants it will not engage in any debt collection activities, place the amount owed with or sell to a third party for the purpose of debt collection activities, or report you to a consumer reporting agency. Oasis may send you an email, text or SMS message reminding you of an upcoming payment, however, such email, text or SMS message should not be construed as a demand for payment.

Oasis does not waive any rights regarding fraudulent activity, and Oasis will pursue instances of fraud.

Oasis monitors your Bank Account balance before withdrawing the funds to ensure there are sufficient funds, but Oasis is not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in your Bank Account sufficient to repay an Advance.

Instant Delivery Fee

You may request that Oasis expedite disbursement of your Advance by paying an optional fee (the "Instant delivery Fee"). While you can always receive an Advance within three (3) business days depending on processing times without additional cost, you may also choose to expedite the delivery if you have your Oasis account linked to your debit card. Oasis will deliver the Advance to you within 20 minutes, and in most instances much faster. There is an express delivery fee ("Instant delivery Fee") for this option. This fee may range from \$0.99 – \$3.99, depending on your advance amount. The cost of this fee will be disclosed to you when you request an Advance through Oasis. You will be given the opportunity to choose between the expedited or normal delivery methods at the time you finalize the Advance transaction. The Instant delivery Fee is payable at the time you repay the Advance.

California Residents

Oasis is not currently licensed by the Department of Financial Protection and Innovation. If the Department does decide in the future to license Oasis, and/or require Oasis make modifications to its

advance pay product agreement, such developments may have no impact on your obligations under this agreement.

Although Oasis is not licensed by the Department, any consumer is invited to share any comment and concerns about Oasis or its product and practices with the Department of Financial Protection and Innovation at (866) 275-2677 (toll-free) or at the following URL: <https://dfpi.ca.gov/file-a-complaint/>.

Cancellation of Oasis Subscription Membership

If you wish to cancel your Oasis Subscription you may do so in the Oasis mobile app. You may cancel your Oasis Subscription regardless of whether you have an outstanding Instant Cash Advance. You must cancel before your subscription is charged in order to avoid billing for the subsequent month. You may also cancel your subscription membership at any time by emailing **cash-advance-support@oasiscredit.com**.

Disclaimers

The information and materials contained on Oasis and these Terms are subject to change. None of Company, its parent, any of its affiliates, subsidiaries, providers or their respective officers, directors, employees, agents, representatives, independent contractors or licensors guarantees the accuracy, adequacy, timeliness, reliability, completeness, suitability, availability or usefulness of any of the Oasis and the Content, for any purpose, and each of these persons disclaim liability for errors or omissions in the Oasis or the Content.

Nothing on Oasis constitutes an offer to sell or a solicitation of an offer to buy or sell any security or to participate in any trading strategy. The Content is not intended to be relied upon as the basis for any investment decision. The Content is not to be construed as legal, business, or tax advice, and you should consult your own attorney, business advisor, and/or tax advisor in order to make an independent determination of the suitability and legal, business, and tax consequences of any action. Your use of Oasis is at your sole risk.

To the maximum extent permitted by applicable law, Oasis and all of the Content is provided “as is” and “as available,” without any warranty of any kind, either express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement or title. Additionally, there are no warranties as to the results of your use of Oasis or the Content. The Company does not warrant that Oasis is free of viruses or other harmful components. This does not affect those warranties which are incapable of exclusion, restriction or modification under applicable law.

Oasis may be temporarily unavailable from time to time for maintenance or other reasons. The Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or services on account of technical problems or traffic congestion on the Internet or Oasis. The Company further makes no warranty, express or implied, regarding the security of the app, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through this app.

The Company reserves the right to change or discontinue any and all Content at any time without notice. Calculators and tools on Oasis provide you with estimates of loan terms that are generally available. The availability of these terms may change at any time at our sole discretion and are subject to our underwriting criteria. The loan terms you receive may be different.

Oasis may contain links to websites or applications maintained by nonaffiliated third parties. Such websites or applications may have terms of use, privacy policies, or security practices that are different from those of the Company. We are not responsible for the contents of any such website or application. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content

Limitation on Liability

IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES (INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES), INCLUDING FOR ANY LOST PROFITS OR LOST DATA, OR IN CONNECTION WITH ANY OTHER REMEDY RELATING TO OR ARISING FROM YOUR USE OF, OR A DELAY OR INABILITY TO USE, OASIS OR ANY OF THE CONTENT OR OTHER SERVICES OR MATERIALS ON OR ACCESSED THROUGH OASIS, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER REMEDY. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OASIS OR THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OASIS. CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Governing Law; Venue and Jurisdiction

Except as set forth in the section titled “Dispute Resolution by Binding Arbitration; Jury Trial and Class Action Waiver,” by visiting or using Oasis, you agree that the laws of the State of California, without

regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Service. You agree that you will not use Oasis or the Company's products or services in any unlawful manner or for any unlawful purpose. You may not use or otherwise export or re-export Oasis or the Content except as authorized by U.S. law. You represent and warrant that you are not located in any country that is subject to U.S. country-wide sanctions, or that has been designated by the U.S. as a "terrorist supporting" country, and are not a party listed on any U.S. list of sanctioned, prohibited or restricted parties.

Indemnity

You agree to indemnify and hold the Company, its subsidiaries and affiliates, and each of their directors, officers, representatives, agents, contractors, partners and employees, harmless from and against any losses, liabilities, claims, demands, damages, judgments, settlements, penalties, fines, costs, fees and expenses, including reasonable attorney's fees, arising out of or in connection with your use of Oasis or our services, your conduct in connection with Oasis or with other Users of Oasis, or any violation of these Terms of Service or of any applicable law or the rights of any third party.

DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL & CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. This Dispute Resolution by Binding Arbitration section is referred to in these Terms of Service as the "Arbitration Agreement." Company is always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at **cash-advance-support@oasiscredit.com**. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Company should be sent to Kikoff Inc, PO Box 40070, Reno NV 89504 ("Notice Address").

The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. The amount of any settlement offer made by Company or you shall remain strictly confidential. If Company and you do not resolve the dispute within sixty (60) calendar days after the Notice is received, you or Company may commence an arbitration proceeding. Solely for purposes of this Arbitration Agreement, the terms "Company," "we," "us" and "our" mean (1) Kikoff, each of its subsidiaries, affiliates, successors and assigns, and any of their employees, officers, directors, agents and representatives; and (2) any third party that you name along with us as defendants in a single proceeding. The Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), governs the interpretation and enforcement of this Arbitration Agreement. You and we agree that any and all past, present or future disputes, claims or controversies that have arisen or may arise between you and Company, whether arising out of or relating to these Terms of Service (including any alleged breach thereof), the services, Oasis, your Account, any advertising or any other aspect of the relationship or transactions between you and us (collectively, "Claims"), shall be resolved by an arbitrator through final and binding arbitration, rather than by a judge or jury in court, in accordance with the terms of this Arbitration Agreement.

The term “Claim” has the broadest reasonable meaning and includes, without limitation: (1) initial claims, counterclaims, crossclaims and third-party claims; (2) disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity; (3) data breach or privacy claims; and (4) claims arising out of or relating to our written or oral communications with or about you. Claims are subject to arbitration even if they arise out of or relate to actions, omissions, transactions, facts, or conduct that occurred before this Arbitration Agreement took effect. However, this Arbitration Agreement will not apply to any Claim that was already pending in court before this Arbitration Agreement took effect (although it will apply to new parties or new Claims that are added subsequently in the court action). Notwithstanding the foregoing, the following disputes are not required to be arbitrated: (1) disputes that are within the jurisdiction of a small claims court (or an equivalent court). You or we may bring an action in small claims court or, if an arbitration demand has been made, instruct the arbitration administrator to close the case because the dispute should be decided by a small claims court. However, if the dispute is transferred, removed, or appealed from small claims court to a different court, it will be subject to arbitration. Moreover, if you or we bring a counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, the entire dispute must, if you or we choose, be resolved by arbitration; (2) disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the Class Action Waiver), which are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of these Terms of Service as a whole is for the arbitrator, not a court, to decide; (3) this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf; and (4) if any Service or product you obtain from us contains its own arbitration agreement, that agreement (and not this one) will govern claims or disputes arising out of or relating to said Service or product.

CLASS ACTION WAIVER: YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN ONE PERSON’S OR PARTY’S CLAIMS WITH CLAIMS OF ANY OTHER PERSON OR ENTITY UNLESS ALL PARTIES OTHERWISE AGREE IN WRITING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY’S INDIVIDUAL CLAIM(S). THE VALIDITY AND EFFECT OF THIS CLASS ACTION WAIVER SHALL BE DETERMINED EXCLUSIVELY BY A COURT, AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR. JURY TRIAL WAIVER: IF YOU OR WE ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. Arbitration will be conducted by a single neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Consumer Arbitration Rules and Supplementary Rules for Multiple Case Filings (collectively, the “AAA Rules”), as modified by this Arbitration Agreement.

For information on the AAA, please visit its website, <http://www.adr.org> or call 800-778- 7879. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer

arbitration page, https://adr.org/sites/default/files/Consumer_Rules_Web_2.pdf. If AAA cannot or will not serve, and the parties are unable to select an arbitrator by mutual consent, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by all of the terms of this Arbitration Agreement (including, without limitation, the Class Action Waiver). Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding in accordance with the administrator's rules and procedures. If there is any inconsistency between this Arbitration Agreement, on the one hand, and the AAA Rules or other provisions of this Agreement, on the other hand, this Arbitration Agreement will control.

The arbitrator must follow the provisions of this Agreement as a court would. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply in an individual court action, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim). Any finding, award or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Claim. If the amount in controversy is more than \$100,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. Unless applicable law provides otherwise, the appealing party will pay the appeal's cost, regardless of its outcome. However, we will consider any reasonable written request by you for us to bear the cost. The arbitrator's award (or the award of the panel if there is an appeal) will be final and binding, except for any appeal right under the FAA, and may be entered as a judgment by any court having jurisdiction. Unless we and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules. However, if you tell us in writing that you cannot afford to pay the Arbitration Fees charged by the AAA or other arbitration administrator and that you were unable to obtain a waiver of fees from the administrator, and if your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the arbitration administrator and/or arbitrator. The parties shall also bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the administrator's rules. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by

the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties. This Arbitration Agreement is binding upon and benefits you, your respective heirs, successors and assigns, and us and our respective successors and assigns. This Arbitration Agreement shall survive (1) any termination, cancellation or closure of your Account, (2) any cessation of your relationship with us; (3) any breach, default, or repayment in full; (4) any termination of credit privileges, and (5) any bankruptcy to the extent permitted by applicable bankruptcy law. If any portion of this Arbitration Agreement is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (1) if a determination is made that the Class Action Waiver is unenforceable, and that determination is not reversed on appeal, then the Arbitration Agreement (except for this sentence) shall be void in its entirety; and (2) if a court determines that a public injunctive relief Claim may proceed notwithstanding the Class Action Waiver, and that determination is not reversed on appeal, then the public injunctive relief Claim will be decided by a court, any individual Claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief Claim until the other Claims have been finally concluded.

RIGHT TO REJECT: You may reject this Arbitration Agreement if you do not want it to apply. Rejection of this Arbitration Agreement will not affect the remaining parts of this Agreement. To reject this Arbitration Agreement, you must send written notice of your rejection within 30 days after the date that we approve your application for an Account. You must include your name, address, and Account number. The notice of rejection must be mailed to the Notice Address provided above. This is the only way that you can reject this Arbitration Agreement. If an Account is jointly owned, one owner's rejection of this Arbitration Agreement will be deemed to be a rejection by all joint owners. In all other circumstances, your rejection of this Arbitration Agreement will not be deemed to be a rejection of this Arbitration Agreement by any person or entity other than you. We offer a number of different products and services to our customers. If you reject the Arbitration Agreement in this Agreement, that will not affect any arbitration agreement that may exist between you and us, now or in the future, in connection with other products or services you obtain from us. Any such arbitration agreement will remain in force unless you separately reject it in accordance with its terms. Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Arbitration Agreement (other than ministerial changes or a change to the Notice Address) while you have an active Account, you may reject any such change by sending us a written notice within thirty (30) calendar days of the change to the Notice Address provided above. If you reject any future change, you will still be obligated to arbitrate any dispute between us in accordance with the terms of the arbitration agreement that existed immediately prior to the changed agreement that you rejected. **YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR IT WILL BE FOREVER BARRED.** Jury Trial Waiver: If for any reason a Claim is not arbitrated, you and we expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY** to the fullest extent permitted by law. This means that a judge, rather than a jury, will decide disputes between you and us.

Other

The failure of the Company to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision in that or any other instance. Except as set forth in the section titled “Dispute Resolution by Binding Arbitration; Jury Trial and Class Action Waiver,” if any provision of these Terms of Service is held invalid, the remainder of these Terms of Service will continue in full force and effect. If any provision of these Terms of Service will be deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of Service and will not affect the validity and enforceability of any remaining provisions.

Contact Information

If you need to contact us regarding Oasis or these Terms of Service, please reach out to us at or **cash-advance-support@oasiscredit.com**.