

## **ZayZoon Earned Wage Access Service Client Terms**

These ZayZoon Earned Wage Access Service Client Terms (the “Terms”) are a part of, and hereby incorporated into the Auris Payroll Solutions, LLC Application and Agreement and its Terms and Conditions (“the Payroll Agreement”) between the Client and Auris. Any capitalized terms included but not defined herein shall have the meaning given to them in the Payroll Agreement. These Terms and the Payroll Agreement govern the offering of the ZayZoon Earned Wage Access Service between Auris Payroll Solutions, LLC (“Auris”) and Client.

The Earned Wage Access Service (the “EWA Service”) offered by ZayZoon, Inc. (“ZayZoon”) allows eligible employees to access early payment of their earned wages from ZayZoon, and then repay the advance via payroll deduction on their next pay date. The EWA Service will be made available to Client’s employees unless Client opts out of the EWA Service as specified in this section.

Client may opt out of the EWA Service offering at any time by filling out the opt out form available at <https://www.auris.io/get/zayzoon-opt-out/>.

Client is responsible for obtaining any necessary consents, including any consents from employees, for the initial information sharing with ZayZoon, including employee name, and email address. If Client chooses not to opt out of making the EWA Service available to its employees, it will be offered to employees through Employee Self-Service, and also offered to newly hired employees via email from ZayZoon.

In the event that an employee of Client enrolls in the EWA Service, the employee will agree to applicable terms and conditions between the employee and ZayZoon, including a consent to certain information sharing between ZayZoon and Auris; such information sharing will include the employee’s wages, hours worked, and pay rates. If an employee takes a pay advance, necessary information regarding payment advances and repayment deductions will be shared between ZayZoon and Auris, and after an employee takes an EWA advance, a repayment deduction will be placed on the employee’s next paycheck. ZayZoon will deduct repayment of the EWA advance from the employee’s next paycheck or paychecks, until the full amount of the advance is repaid.

Auris makes no representations or warranties regarding the EWA Service. It is Client’s responsibility to review the EWA Service, including any terms and conditions provided by ZayZoon to Client or its employees, and determine whether to make it available to its employees. If Client does not agree to such terms and conditions, and to these Terms, Client may not provide access to the EWA Service to its employees, and must opt out of the EWA Service offering as specified in these Terms. Regardless of whether Client opts out of the

EWA Service, Client understands and acknowledges that Auris is not an employer of Client's employees, and Client is and remains the responsible party as the employer to ensure that its employees are paid timely and correctly and in accordance with all applicable laws and regulations, and nothing in these Terms or the Payroll Agreement modify that responsibility.