

# Terms of Use

Last Modified 09.25

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## Terms of Use

Last modified September 2025

These Terms of Use ("Terms") are entered into by and between you and Clair Inc. and its subsidiary Maverick Payments Inc. d/b/a Clair (together with Clair Inc., "Company," "We," or "Clair"). These Terms govern your access to and use of the [www.getclair.com](http://www.getclair.com) website (the "Site") and any related web or mobile application experience offered by Clair (together with the Site, the "Applications"), as well as any content, functionality, products and services offered by or through the Applications (the "Services")..

Please read these Terms carefully before you use the Applications or Services. These Terms form a legally binding agreement between Clair and you regarding your use of the Applications or Service. "You" and "your" refer to any person who accesses or uses the Applications or Service.

**ARBITRATION NOTICE.** Except for certain kinds of disputes described in Section 11, you agree that disputes arising under these Terms will be resolved by binding, individual arbitration, and BY ACCEPTING THESE TERMS, YOU AND CLAIR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this contract (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. See Section 11 for additional details.

**Modification Notice.** We may revise and update these Terms from time to time in our sole discretion by posting revised terms on the Site. All changes are effective immediately when we post them (but are not retroactive). Your use of the Applications or Service after Clair has posted the revised Terms means that you accept and agree to the changes. If you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Applications and Service and close any account(s). You should refer to this page so you are aware of any changes.

By clicking any button indicating acceptance (e.g., an "I Accept") or accessing, browsing, or using any of the Applications or Services, you represent that you are 18 years of age or older and that you have read and agree to be bound by these Terms in their entirety and all applicable laws, rules, and regulations governing its use. If you do not wish to agree to these Terms, you must not access the Applications or Services. Your use of the Applications or

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Services, and Clair's provisions of the Services to you, constitutes an agreement by Clair and by you to be bound by these Terms.

## 1. Content and Availability

We reserve the right to withdraw or amend any Services or the Applications, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Applications or Services is not available at any time or for any period. From time to time, we may restrict access to some parts of the Applications or Services, or the entire Applications or Services, to users and customers.

To access the Applications or Services, you may be required to provide certain information. It is a condition of your use of the Applications or Services that all the information you provide is correct, current, and complete. You agree that all information you provide to register with Clair through the Applications is subject to our Privacy Policy and you consent to all actions we take with respect to your information consistent with the Privacy Policy. You understand that Clair may access your shift, pay and other workplace related data for the purposes set forth in Clair's Privacy Policy.

## 2. Licenses and Ownership

(a) **Licenses and Ownership.** Subject to your complete and ongoing compliance with these Terms, Clair grants a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Applications or Services, solely for your personal, non-commercial use. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, or publicly perform the Services; (ii) make modifications to the Applications or Services; or (iii) interfere with or circumvent any feature of the Applications or Services, including any security or access control mechanism. If you are prohibited under applicable law from using the Applications or Services, you may not use it. Except for the limited license granted in these Terms, Clair retains all right, title, and interest, including all intellectual property rights, in and to the Applications or Services. The Applications and Services constitute Clair's valuable trade secrets. Accordingly, any unauthorized use or disclosure of information related to the Applications or Services would cause Clair irreparable harm. The license granted pursuant to these Terms is not a sale and does not transfer to you title or ownership of the Applications or Services. ALL RIGHTS NOT EXPRESSLY GRANTED UNDER THESE TERMS ARE RESERVED BY CLAIR.

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(b) **Clair Intellectual Property.** The Applications and Services, including all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof (collectively, "Materials"), is owned by Clair, its licensors, or other providers of such material and may be protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Except as expressly authorized by Clair, you may not make use of the Materials. No right, title, or interest in or to the Application or Services or any content thereon is transferred to you. Any use of the Application or Services not expressly permitted by these Terms is a breach of these Terms.

(c) **Feedback.** If you choose to provide input or suggestions regarding the Applications and Services, including but not limited to testimonials or proposed modifications or improvements to the Applications or Services ("Feedback"), then you grant Clair a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid-up, fully sublicensable, and transferable right to use and incorporate Feedback into any products and services, to make, use, sell, offer for sale, import, and otherwise exploit such products and services, and to otherwise use, copy, distribute, and exploit the Feedback without restriction, including for Clair's own marketing purposes.

## 3. Communications

(a) **Overview.** Your acceptance of the E-SIGN Disclosure and Agreement is required to create an account using the Applications. By accepting these Terms, you expressly consent to be contacted by us or our affiliates at any telephone number, e-mail address, mailing address, or physical or electronic address you provide or at which you may be reached in accordance with these Terms. You agree that we, our affiliates, agents, or service providers may contact you in any way, including by e-mail, SMS messages (including text messages, subject to these Terms), calls using pre-recorded 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. Automated messages may be played when the telephone is answered whether by you or someone else. In the event that an agent or representative of ours calls you, 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 support@getclair.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 imposed by your communications service provider. You

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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. For loan products, you expressly agree that the original lender, Pathward NA, any assignee or future holder or servicer of your account, and any of their affiliates, agents, or service providers may contact you using SMS text messages, pre-recorded messages, artificial voice/artificial intelligence-generated voice communications, and calls and messages delivered using automatic telephone dialing systems or an automatic texting system. You agree that these entities may contact you at any phone number you have provided to us, including any mobile phone number, as well as any phone number you may provide to any of these entities in the future. You represent that you are permitted to receive calls at any telephone number you provide, and agree to promptly notify these entities if you stop using a particular telephone number.

(b) **SMS Terms of Service.** Clair may send SMS messages pertaining to the Services, your application status, products, and any promotions. You understand that you are not required to provide consent to marketing SMS messages as a condition to accessing the Service. YOU CAN CANCEL THE SMS SERVICE AT ANY TIME. JUST TEXT "STOP" or "UNSUBSCRIBE" OR "QUIT" OR "END" TO THE SHORT CODE FROM WHICH THE MESSAGE IS RECEIVED. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you want to join again, you may reach out to support@getclair.com, and we will start sending SMS messages to you again. If you are experiencing issues with the messaging program you can get help directly at support@getclair.com or by calling 888-442-5247. Carriers are not liable for delayed or undelivered messages. As always, message and data rates may apply for any messages sent to you from us and to us from you. You are responsible for any and all such charges, including fees associated with text messaging, imposed by your communications service provider. Message frequency may vary. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. See our Privacy Policy for more information on how we treat your data.

(c) **Email.** We may send you emails concerning the Services and our other products and services, as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

(e) **Digital Services and Communications.** Clair offers an interactive online chat service ("Chat") to enhance your experience. This service may involve interactions with a bot, chatbot, virtual assistant, or other AI-based tools (each, a "Chatbot"). These Chatbots assist with

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inquiries, provide information, and offer recommendations. While we strive for accuracy, certain complex issues may require human intervention.

Please note that the Chat service is provided for your convenience and may not be available at all times or be free from errors. Chats are monitored and retained, and any personal information shared will be subject to our Privacy Policies in compliance with applicable law. The use of the Chat service does not constitute consent for the use of electronic records and signatures as a substitute for written documents.

Users under the age of 13 are not permitted to use the Chat service and must leave the site if invited. Additionally, you agree not to use the Chat service to send any abusive, defamatory, dishonest, or obscene messages, which may result in the termination of your Chat session.

We are committed to transparency and will disclose the use of Chatbots as required by applicable law. By using the Chat service, you acknowledge and accept these terms and our efforts to ensure your privacy and security in compliance with relevant regulations.

Please do not submit sensitive personal identifiers or information such as Social Security numbers, financial account information, or any other confidential data through the Chat service.

## 4. Using Your Account

(a) **Account Access.** To access most features of the Services, you must apply for an account ("Account"). When applying for your Account on the Services, you may be required to provide us with some information about yourself, such as your email address, home address, a valid, government-issued photo ID, and other contact information. You agree that: (a) the information you provide to us is accurate and that you will keep it accurate and up to date at all times; (b) you are solely responsible for maintaining the confidentiality of your Account and for restricting access to it; and (c) you accept responsibility for all activities that occur in your Account or under your access credentials. When you register, you may also be asked to provide a password. You acknowledge and agree that Clair is not responsible for any third-party access to your Account that results from theft or misappropriation of your Account. You agree to immediately notify us at [support@getclair.com](mailto:support@getclair.com) of any unauthorized use of your access credentials or otherwise of your Account or any other known or suspected breach of security. We will not be liable for any loss or damage arising from your failure to comply with this section.

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**(b) Credit Services.** After submitting information to us and creating an Account, you may be able to request a loan offer from our bank partner, Pathward N.A. Creating your Account is not an application for credit. To be eligible to submit an application for credit, you understand that you must meet certain basic eligibility criteria, which include, but are not limited to, requirements that you: (i) create and maintain your Account in good standing; (ii) satisfactorily complete all KYC and fraud checks; (iii) reside in a state where our bank partner's credit product is available; and (iv) successfully connect verifiable employment, direct deposit, and bank information that is required for our bank partner's consideration of a request for credit. Loan offers are made to eligible individuals who submit an application for credit and satisfy our bank partner's credit policy.

**(c) Prohibited Uses.** You may use the Applications or Services only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Applications or Services in any way that violates any applicable federal, state, local, or international law or regulation.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Applications or Services, or which, as determined by us, may harm Clair or users of the Applications or Services or expose them to liability.
- Cause the Applications or Services or portions of it to be displayed on, or appear to be displayed by, any other website or mobile app, for example, framing, deep-linking, or in-line linking.
- Otherwise take any action with respect to the materials on the Applications or Services that is inconsistent with any other provision of these Terms.
- Impersonate or attempt to impersonate the Company, a Clair employee, another user or customer, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

## 5. Reliance on Information Posted

The information presented on or through the Applications or Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Applications or Services, or by anyone who may be informed of any of its contents.

## 6. Links from the Services

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If the Applications or Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party sites linked to this Applications, you do so entirely at your own risk and subject to the terms and conditions of use for such sites.

## 7. Disclaimer of Warranties

YOUR USE OF THE APPLICATIONS OR SERVICES IS AT YOUR OWN RISK AND THE CONTENT AND ANY SERVICES OR ITEMS OBTAINED USING THE APPLICATIONS OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CLAIR NOR ANY PERSON ASSOCIATED WITH CLAIR MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER CLAIR NOR ANYONE ASSOCIATED WITH CLAIR REPRESENTS OR WARRANTS THAT THE SERVICES, THE CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, CLAIR HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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## 8. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL CLAIR, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE THE APPLICATIONS OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 9. Indemnification

You agree to defend, indemnify, and hold harmless Clair, its affiliates, subsidiaries, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms.

## 10. Waiver and Severability

No waiver by Clair of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Clair to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.



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## 11. Governing Law and Jurisdiction

All matters relating to these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

## 12. Arbitration

Any dispute or claim arising from these Terms or use of the Applications or Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("Notice of Arbitration"). Clair's address for Notice of Arbitration is: Clair Inc., 228 Park Ave S, PMB 31693 New York, NY 10003. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. You agree to reimburse Clair for all reasonable attorneys' fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow the terms of this Agreement as a court would.

Further, to the fullest extent permitted by law, you agree that no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in your individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

## 12. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE

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CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

The Applications or Services is operated by Clair. All feedback, comments, requests for technical support, and other communications relating to the Applications or Services should be directed to:

228 Park Ave S, PMB 31693  
New York, NY  
10003  
support@getclair.com  
+1 (888) 442-5247

For those in South Carolina, per The South Carolina Department of Consumer Affairs SCDCA, call: 803-734-4200; <https://consumer.sc.gov>