



Terms and Conditions

This is an explanation of the things you should know about using Even, a service provided by Even Responsible Finance, Inc. We've tried to make it as clear and straightforward as possible, because that's how we'd want to be treated. We last updated it on May 19, 2019. If you find anything in here confusing, please let us know what you think: support@teameven.com.

PLEASE NOTE: AS SET OUT BELOW IN THE DESCRIPTION OF ANY RELEVANT EMPLOYER ADDENDUM, DIFFERENT TERMS MAY APPLY TO YOU IF YOU ACCESS EVEN THROUGH AN EMPLOYER.

Acceptance of Terms and Conditions

To start, we need to define a couple of words we will use in this part of the Even Terms and Conditions – the term “Services” includes the websites, services, features, content or applications offered by Even Responsible Finance, Inc. and “Content” includes any information, data, text, images, content, materials, software, and features generated, provided or otherwise made accessible on or through the Services.

By signing up for Even, using the Even application or visiting the Even website (www.even.com), you are representing that you legally reside in the United States of America, that you have reached the age of majority in the state or territory in which you reside (18) except in Nebraska (19), Alabama (21), Mississippi (21), and Puerto Rico (19), and that you understand and agree to Terms and Conditions explained in this document. You're also agreeing to our privacy policy (www.even.com/privacy). If you don't accept the terms and conditions contained in this document (the “Even Agreement” or the “Even Terms”), we aren't able to let you use Even, and ask that you delete the app from your phone.

Arbitration Provisions

Please read these terms carefully, including the sections labeled “Arbitration,” “Arbitration Restrictions” and “Exceptions to Informal Negotiations and Arbitration.” These sections limit Even's liability to you, and require individual arbitration for legal disputes between you and

Even. If you have questions about these sections, or any part of this Agreement, get in touch through in-app chat or email us at support@teameven.com.

Even Services

Even seeks to help you build a budget that helps you plan for upcoming bills, access unpaid net wages on-demand, and meet savings goals.

Information from Third Party Sites

To provide Even Services, Even connects to your bank or credit union account to retrieve your account transaction history. We use your transaction history to determine your income and expenses. Accordingly, when you sign up for Even, we ask you to sign into your bank or credit union account.

You may also direct Even to retrieve your earned but unpaid net wages, your upcoming employment schedule, and other information maintained by third-parties with which you have relationships, maintain accounts or engage in financial transactions (“Account Information”). Even works with one or more third-party service providers, to access this Account Information. By enrolling in Even, you authorize Even to access this information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us.

By agreeing to these Even Terms, you are also agreeing that you are responsible for keeping your passwords and usernames for this Account Information secure, and for keeping those passwords and usernames up to date in the Even app. Even does not review the Account Information for accuracy, legality or non-infringement, and Even is not responsible for your Account Information or products and services offered by or on third-party sites. You can read more about who we work with in our privacy policy (www.even.com/privacy).

Even Instapay

Even also allows qualified users from an employer-sponsored plan to access “Instapay,” a service that enables you to obtain earned wages prior to payday (each, an “Earned Wage Access” or “EWA”). Instapay is only one added part of Even’s premium service (“Even Plus”), which provides additional value-added services to certain users for an additional membership fee (the “Even Plus Fee”). You are not paying charges and or fees in relation to the EWA. All of the charges and or fees are limited to the Even Plus Fee. For more details, see Even Plus Terms and Conditions.

You may also request an EWA without enrolling in Even Plus or paying Even Plus Fees. To do so you must (1) demonstrate that you are currently employed at a company that is eligible for

Instapay, (2) you must document the hours worked during the wage period in question, and (3) you must have created an Even account. If you fulfill these preliminary criteria, you may request up to 50% of your then available estimated net earned wages for the pay period at the time of your request. We will generally deposit the requested EWA to your Bank Account within two business days of when we receive your request.

You must also fulfill some additional requirements.

First, you must have an account in your name, at a United States-based depository financial institution that issues you a debit card (some types of prepaid debit cards also work) (“Bank Account”). If you have a joint account, you represent and warrant that you have the authority to (a) bind the absent account holder; and (b) enter into these Even Terms independently. You further agree that you will indemnify and hold Even harmless from any claims by any other owner of the Bank Account.

Second, you must have a current source of income that you regularly deposit into this Bank Account.

Finally, you must have a smartphone with a data plan and location services (GPS). You can read more about how we use data from your smartphone in our privacy policy (www.even.com/privacy). Requesting an EWA does not require a check of your credit score.

There are a few reasons we might not be able to let you obtain an EWA. These include:

- If you do not get paid by direct deposit.
- If you have previously received an EWA but not repaid it.
- If your Bank Account is currently or was very recently overdrawn or otherwise not in good standing.
- If you recently changed the routing of your direct deposit paychecks.

To request an EWA without enrolling in Even Plus, you may send an email request to support@teameven.com.

The request must include your first and last name, your phone number and email address, your Bank Account number and routing number associated with your Even account and into which you receive direct deposit, a copy of your most recent paystub verifying the hours worked and associated earnings, and your work schedule for the current pay period. Failure to provide correct and complete information may make it impossible for Even to provide you with an EWA. In addition to the information contained in this request, you must fulfill all other eligibility requirements for receiving an EWA as outlined above. Any EWA you receive will be recouped by Even directly from your Bank Account on your next scheduled payday. We do not charge any interest for this EWA. See “Your Authorization for ACH Debits and Credits” Section and “Even’s Recourse in the Event of Non-Payment of an EWA” Section below for additional information regarding repayment.

Even's Recourse in the Event of Non-Payment of an EWA

This Section sets forth the entirety of Even's recourse against you in the event that an EWA is unrecovered. Any other recourse or remedies claimed by Even, including but not limited to, indemnities, limitations on liability, and disclaimers of warranty described in these Even Terms, do not apply to non-payment of an EWA. To the extent that any of recourse-related provision of these Even Terms conflicts with this Section "Even's Recourse in the Event of Non-Payment of an EWA," this Section shall control.

If Even cannot recoup any EWA balance from your Bank Account, Even warrants:

1. That it has no legal or contractual claim or remedy against you based on your failure to repay; and
2. That, with respect to any unrecovered EWA, Even will not engage in any debt collection activities if the EWA is not repaid on the scheduled date, place the unrecovered EWA amount as a debt with or sell it to a third party for the purposes of debt collection activities, or report to a consumer reporting agency concerning the unrecovered EWA amount.

However, if Even cannot recoup any unrecovered EWA balance from your Bank Account, you will be prohibited from obtaining another EWA from Even.

Even 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 EWA. If your EWA payment is returned unpaid by your bank for reasons such as insufficient funds, Even does not apply or charge any fees.

Even Savings

Even Savings is also part of Even Services and is designed to help you save money. To utilize Even Savings, you must have created an Even account and connected the bank account where you receive your direct deposit paycheck. Through the Even App, eligible users may elect to turn on one of several savings mechanisms. In accordance with your instructions, Even will keep track of the funds you earmark for Even Savings and, unless otherwise detailed in a relevant Employer Addendum, Even will transfer these funds from your Bank Account to a FDIC-insured custodial bank account held by Even for the benefit of its customers (the "Savings Cushion") on your next scheduled payday. See "Your Authorization for ACH Debits and Credits" Section below for additional information regarding this transfer.

You may not use the funds in the Savings Cushion to make purchases, withdraw cash, transfer funds to third parties, or for any other purpose. In addition, please note Even Savings is not an

interest earning account. Periodically, to further incentivize participation in Even Savings, Even may use its operational funds to provide as rewards.

Any funds moved to the Savings Cushion will remain there until you instruct us to transfer any or all of your funds from the Savings Cushion to your Bank Account by submitting a request within the Even app. We will generally transfer the requested funds from the Savings Cushion to your Bank Account within two business days of when we receive your request. It is important to know the amount of available funds in the Savings Cushion before instructing us to transfer funds from the Savings Cushion to your Bank Account. If you do not have sufficient available funds in the Savings Cushion to cover the amount of the requested transfer, your request for the transfer will be declined. We may also transfer funds from the Savings Cushion to your Bank Account without notice to you upon the closure, cancellation, or termination of your Even account as described below.

Your Authorization for ACH Debits and Credits

If you request an EWA as outlined above, you authorize Even to electronically credit your Bank Account for an EWA and debit your Bank Account for the amount of the EWA on your next scheduled payday. (Additionally, if necessary, you authorize Even to electronically credit your Bank Account to correct erroneous debits.) Unless otherwise detailed in a relevant Employer Addendum, if Even is unsuccessful in debiting your Bank Account for the EWA amount on the 2nd attempt, your access to EWA will be suspended.

You represent and warrant that you have the right to authorize us to charge your Bank Account for repayment of an EWA under these Even Terms and the applicable Employer Addendum. Please note that we do not charge interest or fees on any recovered EWA balance and you will only be expected to repay the exact amount of the balance.

If you decide to use Even Savings as outlined above, you authorize Even to electronically debit your Bank Account on your next scheduled payday, and you authorize Even to electronically credit your Bank Account when you request a transfer from your Savings Cushion.

You understand and agree that the initiation and transmission of each debit and credit will be subject to, and made in accordance with, U.S. law and the Operating Rules of the National Automated Clearing House Association ("NACHA").

You acknowledge that the electronic authorization contained in this Section represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify Even that you wish to revoke this authorization by emailing us at support@teameven.com or reaching out to us through in-app support chat. We will notify you of the scheduled funds transfer in advance of the transaction date. You must notify Even at least three (3) Business Days before the scheduled debit date of any ACH transaction from your Bank Account in order to cancel this authorization. When you email, please include the

name and telephone number associated with your Even account. Failure to provide correct and complete information may make it impossible for Even to stop withdrawal of the preauthorized ACH transaction.

If you have notified Even of your desire to revoke ACH authorization at least three (3) Business Days before the scheduled debit date, Even will be liable for your losses or damages directly caused by our failure to stop any ACH transaction. If we do not receive notice at least three (3) Business Days before the scheduled debit date, we will make a good faith effort to cancel the debit transaction. However, we assume no responsibility for our failure to do so and Even is not responsible for any third-party fees that you incur as a result of our inability to stop a transaction for which we received late notice.

In addition to any of your other representations and warranties in these Even Terms, you represent that: (a) you are capable of printing, storing, or otherwise saving a copy of this electronic authorization for your records; and (b) the ACH transactions you hereby authorize comply with applicable law.

In addition, if Even reasonably believes that you are using the Even app to engage in criminal activity including but not limited to committing identity theft, fraud or other illegal activity, we will use the legal options available to us.

Even Planning

Neither Even nor the Even Planning service is intended to provide legal or financial advice. Even is not a financial planner. Even Planning and its features Budget Instantly are intended only to assist you in your financial organization and decision-making and is broad in scope. Your personal financial situation is unique, and any information obtained through or suggested by Even Planning may not be appropriate for your situation. If connected through a selected employer, Even Planning features allow you to review the hours you've worked (Track your hours), analyze available budget and obtain a holistic perspective of your finances before requesting an EWA. Accordingly, before making any final decisions or implementing any financial strategy, you should consider obtaining additional information and advice from your accountant or other financial advisers who are fully aware of your individual circumstances. Even Planning relies upon data furnished by your personal financial institution that may not reflect all account transactions. It is your responsibility to ensure that Even Planning reflects all of your recent purchases including pending charges to be posted.

Cancelling your Even Account

You can close your Even account at any time by emailing Even at support@teameven.com. Upon closure, you will be expected to pay back any EWA you owe to Even.

Just like you have the right to cancel, we have the right to cancel your use of Even. We may terminate this Even Agreement or suspend or terminate your use of the Even App for any reason at any time upon notice to you. For example, this can happen if we find out you are using Even Services in a way that violates this Even Agreement. In the event of cancellation, Even may suspend or close your Even account. We will inform you of our decision via in-app notification, and you can always talk to our support team if you have questions. You agree that Even will not be liable to you or any third-party for any termination of your access to Even Services.

Upon the cancellation, closure or termination of your Even account by you or by us, we will transfer the funds in the Savings Cushion, if any, to your Bank Account. If your Bank Account is closed or we are otherwise unable to transfer the funds in the Savings Cushion to your Bank Account, we will send you a check for the amount of the funds to you at your street address in our records.

If you do not use the Even app for a certain period of time, applicable law may require us to report your funds in the Savings Cushion as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in the Savings Cushion to the applicable state as unclaimed property. The specified period of time to report and deliver funds to a state varies by state, but usually ranges between two and five years.

Your Use of Even Content

Subject to the terms of this Even Agreement, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You may not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party's rights.

We reserve the right (but do not have any obligation) to remove or block any Content from the Services or to remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated this Even Agreement), or for no reason at all.

Even Rules of Conduct

To protect Even, we need to define some rules that govern how you can use the Services and Content. As part of these rules, you promise not to: (i) take any action that imposes or may

impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of any Even website; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of our guidelines and policies. You also promise not to (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive under this Even Agreement. You promise to abide by all applicable local, state, national and international laws and regulations.

As a condition of use, you promise not to use the Services for any purpose that is prohibited by this Even Agreement. You are responsible for all of your activity in connection with the Services. You must not (and must not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service that:

1. is unlawful, fraudulent or deceptive;
2. you know is false, misleading, untruthful or inaccurate;
3. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
4. contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
5. impersonates any person or entity, including any of our employees or representatives; or
6. includes anyone's identification documents or sensitive financial information, except as explicitly permitted under this Even Agreement.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Even Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv)

respond to user support requests, or (v) protect the rights, property or safety of us, our users or the public.

Disclosure and Consent to Electronic Communications

By accepting these Even Terms, you understand and agree that you are entering into this Even Agreement electronically and that certain categories of information (“Communications”) may be provided by Even to you by electronic means (i.e., via email, through in-app notification, or to your mobile device), unless and until you withdraw your consent as described below. The categories of Communications that may be provided by electronic means include:

- this Even Agreement, Even’s Privacy Policy (<https://even.com/privacy>), and any other policies you agree to, and any amendments, modifications, or supplements to these agreements or policies.
- disclosures or notices provided in connection with the Services, including any required by applicable law.
- any customer service communications, including communications with respect to claims of error or unauthorized use of the Services; and
- any other communication related to the Services. Although Even reserves the right to provide Communications in paper format at any time, you agree that Even is under no obligation to do so. All Communications in either electronic or paper format will be considered to be “in writing.” You should print a paper copy of this Even Agreement and any Communication that is important to you and retain the copy for your records. If you do not wish to receive this Even Agreement or the Communications electronically, you may not use the Services.

Timing of Communications. Any Communications will be deemed to have been received by you no later than 5 business days after Even sends it to you by email or in-app notification, whether or not you have received the email or retrieved the Communication from the app. An electronic Communication by email or in-app notification is considered to be sent at the time that it is directed by Even’s server to your email address or in-app inbox. You agree that these are reasonable procedures for sending and receiving electronic Communications.

Updated Contact Information. You agree to promptly update your Even account information if your email address changes so that Even may contact you electronically. You understand and agree that if Even sends you an electronic Communication but you do not receive it because the email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Even will be deemed to have provided the Communication to you.

System Specifications. In order to access, view, and retain electronic Communications that Even makes available to you, you must have access to the following hardware and software

requirements: An Android or iOS mobile device (such as tablet or smart phone) with a data plan;

1. A connection to the Internet;
2. A Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher. "Current Version" means a version of the software that is currently being supported by its publisher; and
3. A printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form.

Consent to Short Message Service (SMS) Communications. As part of your consent to electronic Communications, you agree to receive SMS messages to each telephone number provided by you to Even regarding the Services. You understand that such SMS may be placed using an automatic telephone dialing system or may include automated SMS messages. Your consent is required to allow Even to contact you and to use the Services. As always, you agree that you are responsible for any message, data rates or fees that your telephone service provider charges in relation to SMS messages sent and received by you. If you have any questions regarding those rates, please contact your wireless carrier.

Requesting Paper Documents. You have a right to receive Communications in paper form. If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you. Even will provide paper copies free of charge. Requests to receive any paper copy may be made by mailing a written request to: Even Responsible Finance, Inc. 1440 Broadway, 5th Floor, Oakland CA 94612. You may also email your request to support@teameven.com. We will provide a replacement Communication within fifteen (15) Business Days. In order for us to send you a paper copy of a Communication, you must have a current street address on file in your Even account.

Withdrawal of Consent to Electronic Communications. If you have registered an account with Even and you wish to withdraw your consent to have Communications provided electronically, you must stop using the services and deregister your Account by emailing Even at support@teameven.com or submitting a written request to: Even Responsible Finance, Inc. 1440 Broadway, 5th Floor, Oakland CA 94612. Even reserves the right to terminate your Even account if you withdraw consent to future electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after Even has a reasonable period of time to process your withdrawal, which period of time shall be no longer than fifteen (15) days, or such other time as is appropriate under the circumstances, as determined by Even in its sole discretion.

Withdrawal of Consent to SMS Communications. If you have registered an account with Even and you wish only to withdraw your consent to have Communications provided via SMS, you may opt-out of receiving SMS from us by replying 'STOP' to any message you receive from us.

Upon receipt of your 'STOP' message, we will send you a SMS message to confirm that you have been unsubscribed. At that point, you will no longer receive any further SMS messages from Even. If you need any assistance, you can always text "HELP" to any message you receive from us, message us through the in-app chat or email us at support@teameven.com.

Reservation of Rights. Even reserves the right, in its sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which Even provides electronic Communications. Even will provide you with notice of any such termination or change as required by law.

Warranty Disclaimer

You release us from all liability for your having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Services.

THE SERVICES AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK.

Indemnification, Limitation of Liability, Termination

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, contractors, clients, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) your improper use of the Services or Content;(ii) any actual or alleged breach of your representation, warranties or obligations set forth in these Even Terms; (iii) your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Even account or the Services on your behalf. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to

indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE OF) \$500.00.

Governing Law and Jurisdiction

These Even Terms shall be governed by and construed in accordance with the laws of the State of California, United States of America without regard to its conflicts of law rules. You agree that any dispute arising from or relating to the subject matter of these Even Terms shall be governed by the exclusive jurisdiction and venue of the state courts in Alameda County, California, or federal court for the Northern District of California.

Agreement to Arbitrate

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Our Agreement

Unless otherwise detailed in a relevant Employer Addendum and except as explicitly provided in this Agreement to Arbitrate, any dispute or claim (whether or not such dispute or claim involves a third party), relating in any way to your use of the Services, Content, a product offered or provided by or through the Services, or otherwise arising out of or relating to this Even Agreement, the Services or the Content that cannot be resolved directly between you and Even shall be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (collectively, the “AAA Rules”) then in effect, except as modified by this Agreement to Arbitrate. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. If you are accessing Even through employer sponsored plan, you acknowledge and agree that your employer is a third-party beneficiary of this agreement to arbitrate.

The Federal Arbitration Act and federal arbitration law govern the interpretation and

enforcement of the Agreement to Arbitrate in this Even Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court and must apply and follow the terms of this Agreement to Arbitrate as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope of enforceability of this Agreement to Arbitrate or the interpretation of the Prohibition of Class and Representative Actions and Non-Individualized Relief section below, shall be for a court of competent jurisdiction to decide. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

Pre-Arbitration Dispute Resolution and Notification

Prior to initiating an arbitration, you and Even each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Even by emailing us at support@teameven.com. If after a good faith effort to negotiate for a minimum of thirty (30) days, one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

Exceptions to Informal Negotiations and Arbitration

You and Even agree that the following disputes are not subject to the above provisions concerning informal negotiations and binding arbitration and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; or (ii) any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

PROHIBITION OF CLASS AND REPRESENTATIVE ACTIONS AND NON-INDIVIDUALIZED RELIEF

YOU AND EVEN EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. UNLESS BOTH YOU AND EVEN AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE OR CLASS PROCEEDING. 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). ANY RELIEF AWARDED CANNOT AFFECT OTHER EVEN USERS. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE TO PROCEED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE PARTIES HEREBY APPOINT THE ARBITRATOR THE EXCLUSIVE POWER TO RULE ON ANY CHALLENGES TO THE REQUIREMENT FOR THE USE OF ALTERNATIVE DISPUTE RESOLUTION PROCESS IN THIS AGREEMENT TO ARBITRATE.

Arbitration Procedures

Either you or we can initiate arbitration. The arbitration will be conducted by a single arbitrator. If you and we cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator. In order to make the arbitration most convenient to you, Even agrees that any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Alameda County; (c) in any other location to which you and Even both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$10,000, by solely the submission of documents to the arbitrator.

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Even will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Even should be submitted by mail to the AAA along with your Demand for Arbitration and Even will make arrangements to pay all necessary fees directly to the AAA. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Even for all fees associated with the arbitration paid by Even on your behalf that you otherwise would be obligated to pay under the AAA Rules.

Severability

With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public

injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms. These arbitration provisions will survive the termination of your relationship with us.

Opt-Out Procedure

If you are a new Even user, you can choose to reject this Agreement to Arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept this user agreement for the first time. You must mail the opt-out notice to Even Responsible Finance, Inc., Re: Opt-Out Notice, 1440 Broadway, 5th Floor, Oakland, CA 94612.

Judicial Venue

Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of Alameda County, California, or federal court for the Northern District of California.

Future Amendments to this Agreement to Arbitrate

Notwithstanding any provision in this Even Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Even prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Agreement to Arbitrate that have arisen or may arise between you and Even. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on the Even website and in the Even app at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your Even account within the 30-day period and you will not be bound by the amended terms.

A few other miscellaneous things

Unless otherwise detailed in a relevant Employer Addendum, these Even Terms represent the entire agreement between you and Even with respect to Even Services. They supersede any other communications you have with us regarding the Even Service, such as by email or phone. If any part of these Even Terms is found to be unenforceable or invalid, only that part will be removed or limited as needed, but the rest of these Even Terms will stay intact. No agency, partnership, joint venture, or employment relationship is created under this Even Agreement,

and neither you nor Even has any authority to bind the other in any way. The paragraph headings in these Even Terms are for convenience only and do not affect any provision's meaning or interpretation.

All provisions of these Even Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We work with some third-party companies, such as our partner banks, payments processors, and others. Even is not responsible for any errors of or damages caused by these companies. You can read more about who we work with in our privacy policy (www.even.com/privacy).

Additionally, since Even is an application for iPhone, Apple, Inc. ("Apple") requires that we post something they call their "Device and Application Even Terms". The most important thing to know is that this Even Agreement is an agreement between you and Even, not between you and Apple, and Apple is not responsible for the Services or any application related to them, whether accessed on a device provided by Apple or obtained through the Apple App Store (which application, in either case, will be referenced below as an "Application"). In addition:

1. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Even Terms as they are applicable to the Services;
2. You will only use the Application in connection with an Apple device that you own or control;
3. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
4. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
5. You acknowledge and agree that Even Responsible Finance, Inc., and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
6. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Even Responsible Finance, Inc., and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
7. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a

“terrorist supporting” country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

8. Both you and Even Responsible Finance, Inc. acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use; and
9. Both you and Even Responsible Finance, Inc. acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of these Even Terms, and that upon your acceptance of these Even Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Even Terms against you as the third party beneficiary hereof.

Also, this Even Agreement is specific to the relationship between you and Even, so you cannot transfer any part of the Even Agreement between you and Even to anyone else, or assign any part of your relationship with Even to another person or organization.

If, at some point, we fail to enforce any part of these Even Terms, that does not mean we waive our rights to enforce this Even Agreement in the future. If we decide to make a special exception and waive your obligation to follow any part of these Even Terms, we will notify you in writing. Without notice to you, Even shall have the right to assign any of its rights hereunder relating to an EWA and in accordance with Even and Even Plus Terms and Conditions, to any of its affiliates or a third-party (each, an “Assignee”). Each reference in this Even Agreement to “Even” shall be construed to also mean a reference to any such Assignee, as applicable.

Finally – sometimes we may need to change these Even Terms. As an example, we might need to make changes if we add a new feature to Even. We will notify you by changing the revision date at the top of this page, and in some cases, we will notify you directly, by email or by in-app notification. Your continued use of Even Services after a modification signifies your agreement to the modification. We encourage you to frequently review these Even Terms to ensure that you understand the terms and conditions that apply to your use of Even Services. We will always be happy to answer any questions about these changes, and you can get in touch at support@teameven.com.

Even Plus Terms and Conditions

This is an explanation of the things you should know about Even Responsible Finance, Inc.’s “Even Plus” service. We last updated it on May 19, 2019. These Even Plus Terms and Conditions supplement and incorporate by reference the Even Terms and Conditions that you have already agreed to. Any capitalized terms used in these Even Plus Terms and Conditions and not defined herein have the meanings given to them in the Even Terms and Conditions.

PLEASE NOTE: AS SET OUT BELOW IN THE DESCRIPTION OF ANY RELEVANT EMPLOYER ADDENDUM, DIFFERENT TERMS MAY APPLY TO YOU IF YOU ACCESS EVEN OR EVEN PLUS THROUGH AN EMPLOYER.

Acceptance of Plus Terms

To start, we need to define a couple of words we will use in this part of the Even Plus Terms and Conditions. Unless otherwise specified in your Employer Addendum, this document (the “Plus Agreement” or the “Plus Terms”) governs your use of Even’s premium service (“Even Plus”). The term “Even Plus Services” includes the websites, services, features, content or applications offered by Even Responsible Finance, Inc. as part of Even Plus, and “Even Plus Content” includes any information, data, text, images, content, materials, software, and features generated, provided or otherwise made accessible on or through the Even Plus Services.

Enrollment in Even Plus allows you to access Instapay automatically instead of demonstrating hours worked through request. Additionally, with Even Plus, you can access Direct2Cash related services. Without enrollment in Even Plus, you can still continue accessing Even Services including integrated visualization of your finances, hours worked, and expected pay, and to use this information when using Even Savings (an Even product feature), and accessing Instapay (another Even product feature), a service that enables qualified users to obtain earned wages prior to payday (each, an “Earned Wage Access” or “EWA”). By signing up for Even Plus, you agree to be bound by the terms of this Even Plus Agreement. If you do not agree to be bound by these Even Plus Terms, you cannot access Even Plus Services.

Some users of Even Plus participate in Even Plus through a relationship established by their Employer (“Employer Partner”). If you have any questions about these Even Plus Terms, please contact us at support@teameven.com.

Arbitration Provisions

Please read these terms carefully, including the section labeled “Agreement to Arbitrate” in Even Plus Terms and the sections labeled “Arbitration,” “Arbitration Restrictions” and “Exceptions to Informal Negotiations and Arbitration” under the Even Terms. These sections limit Even’s liability to you, and require individual arbitration for legal disputes between you and Even. If you have questions about these sections, or any part of this Agreement, get in touch through in-app chat or email us at support@teameven.com.

Even Plus Fees

If you wish to sign up for Even Plus, you agree to pay a regular monthly fee of \$8 (“Even Plus Fee”). If you are participating in the Even program through an Employer Partner, your Even Plus

Fee is set out in the relevant Employer Addendum.

As discussed in the Even Terms, you are not paying any charges or fees in connection with EWA; you are only paying the Even Plus Fee for a membership to Even Plus. EWAs are not contingent upon the Even Plus Fee, and the Even Plus Fee does not change depending on whether you get an EWA from Even. You may also request an EWA without enrolling in Even Plus or paying Even Plus membership-related fees. To do so, follow the instructions outlined in the Even Terms and Conditions or send an email request to support@teameven.com.

Unless otherwise detailed in a relevant Employer Addendum, we will debit your account for the Even Plus Fee once every calendar month, at the beginning of your membership and every calendar month thereafter unless and until you cancel. Unless otherwise detailed in a relevant Employer Addendum, we will automatically charge you for Even Plus every month on the enrollment calendar day of the month. As a courtesy, if you have not used Even Plus Services for two consecutive months, we will cancel your Membership to avoid additional Even Plus Fees.

Even's Recourse in the Event of Non-Payment of an EWA

This Section sets forth the entirety of Even's recourse against you in the event that an EWA is unrecovered. Any other recourse or remedies claimed by Even, including but not limited to, indemnities, limitations on liability, and disclaimers of warranty described in Even Terms, do not apply to non-payment of an EWA. To the extent that any the of recourse-related provisions of the Even Terms conflict with this Section "Even's Recourse in the Event of Non-Payment of an EWA", this Section shall control.

If Even cannot recoup any EWA balance from your Bank Account, Even warrants:

1. That it has no legal or contractual claim or remedy against you based on your failure to repay; and
2. That, with respect to any unrecovered EWA, Even will not engage in any debt collection activities if the EWA is not repaid on the scheduled date, place the unrecovered EWA amount as a debt with or sell it to a third party for the purposes of debt collection activities, or report to a consumer reporting agency concerning the unrecovered EWA amount.

However, if Even cannot recoup any unrecovered EWA balance from your Bank Account, you will be prohibited from obtaining another EWA from Even.

Even 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 EWA. If your EWA payment is returned unpaid by your bank for reasons such as insufficient funds, Even does not apply or charge any fees.

Your Authorization for ACH Debits and Credits

Unless otherwise detailed in a relevant Employer Addendum, by signing up for Even Plus and agreeing to these Even Plus Terms, you authorize Even to electronically credit or debit your Bank Account (and if necessary, electronically credit your Bank Account to correct erroneous debits) for your Even Plus Fee, if applicable. Unless otherwise detailed in a relevant Employer Addendum, if Even is unsuccessful in debiting your Bank Account for the EWA or the Even Plus Fee on the 2nd attempt, your access to Even Plus will be suspended.

You understand and agree that the initiation and transmission of each debit and credit will be subject to, and made in accordance with, U.S. law and the Operating Rules of the National Automated Clearing House Association ("NACHA").

You acknowledge that the electronic authorization contained in this Section represents your written authorization for ACH transactions as provided herein and will remain in full force and effect until you notify Even that you wish to revoke this authorization by emailing us at support@teameven.com or reaching out to us through in-app support chat. We will notify you of the scheduled funds transfer in advance of the transaction date. You must notify Even at least three (3) Business Days before the scheduled debit date of any ACH transaction from your Bank Account in order to cancel this authorization. When you text or email, please include the name and telephone number associated with your Even account. Failure to provide correct and complete information may make it impossible for Even to stop withdrawal of the preauthorized ACH transaction.

If you have followed the instructions in this section to notify Even of your desire to revoke ACH authorization at least three (3) Business Days before the scheduled debit date, Even will be liable for your losses or damages directly caused by our failure to stop any preauthorized ACH transaction. If we do not receive notice at least three (3) Business Days before the scheduled debit date, we will make a good faith effort to cancel the debit transaction. However, we assume no responsibility for our failure to do so and Even is not responsible for any third-party fees that you incur as a result of our inability to stop a transaction for which we received late notice. You represent and warrant that you have the right to authorize us to charge your Bank Account for Even Plus Fees under these Plus Terms. If you have a joint Bank Account, you represent and warrant that you have the authority to (a) bind the absent account holder; and (b) enter into these Plus Terms independently. You will indemnify and hold Even harmless from any claims by any other owner of the Bank Account.

Even 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 meet your financial obligation for Even Plus Fees.

In addition to any of your other representations and warranties in these Plus Terms, you

represent that: (a) you are capable of printing, storing, or otherwise saving a copy of this electronic authorization for your records; and (b) the ACH transactions you hereby authorize comply with applicable law.

In addition, if Even reasonably believes that you are using the Even app to engage in criminal activity including but not limited to committing identity theft, fraud or other illegal activity, we will use the legal options available to us.

Direct2Cash Services

Additionally, as part Even Plus service, you may choose to have your Instapay deposited into your Bank Account, payroll card, or you may pick up your Instapay in cash, without any fees, at any Walmart store via Direct2Cash. If you choose disbursement via Direct2Cash, Even will provide you with a claim code that you can then redeem for cash at any Walmart Store. Additionally, to pick up your cash, you will need a valid ID. You will have 90 days to pick up your cash through this service. Please note that the Direct2Cash service is provided by Walmart and its service providers, not Even.

Canceling Your Membership to Even Plus

You can cancel your membership to Even Plus at any time, by switching Even Plus off in the app, by notifying an Even Advisor in the app (“in-app notification”), or by email at support@teameven.com. Please note that if you cancel your membership to Even Plus while you have an unrecovered balance, neither you nor your employer will be charged additional Even Plus Fees.

Cancellation by Even

Just like you have the right to cancel, we have the right to cancel your use of Even Plus. We may terminate this Plus Agreement or suspend or terminate your use of Even Plus for any reason at any time upon notice to you. For example, this can happen if we find out you are using Even in a way that violates this Plus Agreement. In the event of cancellation, Even may suspend or close your Even account. We will inform of our decision via in-app notification, and you can always talk to our support team if you have questions. You agree that Even will not be liable to you or any third-party for any termination of your access to the Services.

Your Use of Even Plus Content

Subject to the terms of this Plus Agreement, we grant each user of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You may not sell,

license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party's rights.

We reserve the right (but do not have any obligation) to remove or block any Content from the Services or to remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are concerned that you may have violated this Plus Agreement), or for no reason at all.

Even Plus Rules of Conduct

To protect Even, we need to define some rules that govern how you can use the Even Plus Services and Content. As part of these rules, you promise not to: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') Even Plus infrastructure; (ii) interfere or attempt to interfere with the proper working of the Even Plus Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Even Plus Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or "spam" on the Even Plus Services; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of any Even Plus website; (vi) harvest or scrape any Content from the Even Plus Services; or (vii) otherwise take any action in violation of our guidelines and policies. You also promise not to (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Even Plus Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Even Plus Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive under this Plus Agreement. You promise to abide by all applicable local, state, national and international laws and regulations. As a condition of use, you promise not to use the Even Plus Services for any purpose that is prohibited by this Plus Agreement. You are responsible for all of your activity in connection with the Even Plus Services. You must not (and must not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Even Plus Service that:

- is unlawful, fraudulent or deceptive;
- you know is false, misleading, untruthful or inaccurate;
- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- contains software viruses or any other computer codes, files, or programs that are

designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;

- impersonates any person or entity, including any of our employees or representatives; or
- includes anyone's identification documents or sensitive financial information, except as explicitly permitted under this Plus Agreement.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Plus Agreement, including investigation of potential violations of it, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users or the public.

Warranty Disclaimer

You release us from all liability for your having acquired or not acquired Content through the Even Plus Services. We make no representations concerning any Content contained in or accessed through the Even Plus Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or Content contained in or accessed through the Even Plus Services.

THE EVEN PLUS SERVICES AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE EVEN PLUS SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE EVEN PLUS SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE EVEN PLUS SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE EVEN PLUS SERVICES IS SOLELY AT YOUR OWN RISK.

Governing Law and Jurisdiction and Arbitration

THESE PLUS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, UNITED STATES OF AMERICA WITHOUT REGARD

TO ITS CONFLICTS OF LAW RULES. YOU AGREE THAT ANY DISPUTE ARISING FROM OR RELATING TO THE SUBJECT MATTER OF THESE PLUS TERMS SHALL BE GOVERNED BY THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS IN ALAMEDA COUNTY, CALIFORNIA, OR FEDERAL COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA. THE PLUS TERMS AND CONDITIONS EXPLICITLY INCORPORATE THE "AGREEMENT TO ARBITRATE" PROVISION YOU HAVE AGREED TO IN THE EVEN TERMS AND CONDITIONS.

A few other miscellaneous things

These Plus Terms, along with any relevant Employer Addendum, represent the entire agreement between you and Even with respect to Even Plus. They supersede any other communications you have with us regarding Even Plus, such as by email or phone. If any part of these Plus Terms is found to be unenforceable or invalid, only that part will be removed or limited as needed, but the rest of these Plus Terms will stay intact. No agency, partnership, joint venture, or employment relationship is created under this Plus Agreement, and neither you nor Even has any authority to bind the other in any way. The paragraph headings in these Plus Terms are for convenience only and do not affect any provision's meaning or interpretation.

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We work with some third-party companies, such as our partner banks, payments processors, and others. With respect to Even Plus, Even is not responsible for any errors of or damages caused by these companies. You can read more about who we work with in our privacy policy (www.even.com/privacy).

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1. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Plus Terms as they are applicable to the Services;
2. You will only use the Application in connection with an Apple device that you own or control;
3. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

4. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
5. You acknowledge and agree that Even Responsible Finance, Inc., and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
6. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Even Responsible Finance, Inc., and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim
7. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
8. Both you and Even Responsible Finance, Inc. acknowledge and agree that, in your use of the Application, you will comply with any applicable third-party terms of service which may affect or be affected by such use; and
9. Both you and Even Responsible Finance, Inc. acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Plus Terms, and that upon your acceptance of these Plus Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Plus Terms against you as the third party beneficiary hereof.

Also, this Plus Agreement is specific to the relationship between you and Even, so you cannot transfer any part of the Plus Agreement between you and Even to anyone else, or assign any part of your relationship with Even to another person or organization.

If, at some point, we fail to enforce any part of these Plus Terms, that does not mean we waive our rights to enforce this Plus Agreement in the future. If we decide to make a special exception and waive your obligation to follow any part of these Plus Terms, we will notify you in writing. Without notice to you, Even shall have the right to assign any of its rights hereunder relating to an EWA and in accordance with Even and Even Plus Terms and Conditions, to any of its affiliates or a third-party (each, an "Assignee"). Each reference in this Agreement to "Even" shall be construed to also mean a reference to any such Assignee, as applicable.

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Phew, that's it! If you have any questions or concerns, please reach out, at support@teameven.com.