



Even Platform Terms and Conditions

Last Updated June 15, 2020

The following terms of service are terms of a legal agreement (the “Agreement”) between you (“you” or “your”) and Even Responsible Finance, Inc., its subsidiaries, affiliates, agents and assigns (“Even”, “we”, “us”, or “our”) that sets forth the terms and conditions for your use of all of Even’s websites and mobile applications (collectively, the “App”) and/or the products and services offered, operated or made available by Even through the App (collectively, the “Services”). The App and Services are owned and operated by Even. This App and Services are being provided to you expressly subject to this Agreement. By accessing, browsing and/or using the App or the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement form an essential basis of the bargain between you and Even, and this Agreement governs your use of the App and the Services.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 19 BELOW FOR MORE INFORMATION.

PLEASE NOTE: DIFFERENT OR ADDITIONAL TERMS MAY APPLY TO YOU. ANY SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE SET FORTH IN THE RELEVANT EMPLOYER ADDENDUM. THE RELEVANT EMPLOYER ADDENDUM IS INCORPORATED INTO, SUPPLEMENTS AND AMENDS THIS AGREEMENT.

1. ACCEPTANCE OF AGREEMENT

Please carefully review this Agreement before using this App or Services or accessing any data thereon. If you do not agree to these terms, you may not access or use this App or the Services.

To use this App or the Services and to accept the Agreement, you must be 1) a legal resident of the United States, 2) of legal age of 18 to form a binding contract with Even (except Nebraska (19), Alabama (21), Mississippi (21), Puerto Rico (19)), and 3) not prohibited by law from using the App or the Services.

2. MODIFICATION OF THIS AGREEMENT

Even reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on the App. You should check this Agreement on the App periodically for changes. All changes shall be effective upon posting. We will date the terms with the last day of revision. Your continued use of the App or the Services after any change to this Agreement constitutes your agreement to be bound by any such changes. Even may terminate, suspend, change, or restrict access to all or any part of this App or the Services without notice or liability.

3. PRIVACY POLICY

Even maintains a [Privacy Policy](#), and it details how we handle and protect data. We fully incorporate our Privacy Policy into this Agreement. Note that we reserve the right to update the Privacy Policy at our discretion, and that any changes made to our Privacy Policy are effective when the updates are live on the App.

4. ACCOUNT INFORMATION ACCURACY AND UPDATES

To access Even's Services, you must be an eligible employee of an employer who is a customer of Even and create an account with Even (an "Even Account"). This process may include creation of a Login ID and password for your Even Account or single sign on through your employer. When you sign up for our Services, you agree to provide accurate, current and complete information—such as, but not limited to, your name, mailing address, and email address—as may be prompted by any registration forms available through the Services or otherwise requested by Even (any such information, "Account Information"). You further represent that you are a legal owner of, and that you are authorized to provide us with, all Account Information and other information necessary to facilitate your use of the Services.

In order to use certain Services, Even may be required to verify your identity. By creating an account with Even, you authorize us to make any inquiries we consider necessary to validate your identity. Specifically, you authorize us to obtain information about you from time to time from consumer reporting agencies, check verification services, our affiliates, and other third parties for the purpose of considering your Account application or any other purpose permitted by applicable law. If you do not respond to such inquiries or we cannot verify your identity, we may refuse to allow you to use the Services.

Should any of your Account Information change, you agree that you will update this information as soon as possible. To update your Account Information, you may go to the “Profile” section of the Services, click on “App Settings” and update your Account Information accordingly.

Should you believe or have reason to believe that any of your Account Information, including your Login ID and/or password, has been compromised, or that another person is accessing your Even Account through some other means, you agree to notify us as soon as possible at support@even.com.

5. THIRD-PARTY ACCOUNT INFORMATION

To use the Services, you may direct Even to retrieve your bank account transaction history, balance information, your wages, your employment schedule, your bills and other information maintained by third-parties with which you have relationships (including employment relationships), maintain accounts or engage in financial transactions (all such information, “Third-Party Account Information”). Even works with one or more third-party service providers, to access this Third-Party Account Information. By using the Services, you authorize Even to access this information maintained by third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. By agreeing to this Agreement, you are also agreeing that you are responsible for keeping your passwords and usernames for this Third-Party Account Information secure, and for keeping those passwords and usernames up to date in the App. Even does not review the Third-Party Account Information for accuracy, legality or non-infringement, and Even is not responsible for your Third-Party Account Information or products and services offered by or on third-party sites.

You acknowledge that any Third-Party Account Information that is displayed through the Services will be the information we most recently accessed, and that this information may not reflect pending transactions or other recent activity.

6. EVEN’S SERVICES

6.1 Even Spend

“Even Spend” is a budgeting tool. Even Spend relies on both historical and real-time transaction data from your linked bank account held at a United States depository financial institution (a “Bank Account”), and time and attendance and payroll information. Even Spend then uses this information to create an automated and personalized budgeting plan for you.

6.2 Automatic Save

“Automatic Save” enables you to allocate a portion of each paycheck towards your identified

saving goals. To utilize Automatic Save you must have created an Even Account. All funds under Automatic Save are held at a FDIC-insured, non-interest bearing custodial bank account held by Even for the benefit of Even Members (the “Even Member Account”).

In accordance with your instructions, Even will keep track of the funds you earmark for Automatic Save towards your identified goal and, Even will transfer these funds from your Bank Account to Even Member Account on your next scheduled payday. Even will transfer the funds from either your Bank Account or deduction of funds from your paycheck through payroll as permitted under applicable law. For more payment transfer details, see Section 9 “Credit and Debit Authorization” for additional information regarding this transfer.

Any funds moved to the Even Member Account will remain there until you instruct us to transfer any or all of your funds from the Even Member Account to your Bank Account. We will generally transfer the requested funds from the Even Member Account 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 Even Member Account before instructing us to transfer funds from the Even Member Account. You can see your balance and other funds activity under “History” in the App. If you do not have sufficient available funds in the Even Member Account to cover the amount of the requested transfer, your request for the transfer will be declined. We may also transfer funds from the Even Member Account to your Bank Account without notice to you upon the closure, cancellation, or termination of your Even Account as described below.

6.3 Instapay

6.3.1 Overview of, and Eligibility for, Instapay

Even also provides “Instapay,” a service that enables you to obtain access to your earned but unpaid wages prior to payday (each advance of wages, an “Instapay”). Instapays are payable in one installment on your next payday unless otherwise set forth in your Employer Addendum.

To obtain an Instapay, you must meet the following requirements:

- You must have a Bank Account in your name (some types of prepaid debit cards may also be acceptable). If you have a joint account, you represent and warrant that you have the authority to (a) bind the absent accountholder; and (b) enter into this Agreement independently. You further agree that you will indemnify and hold Even harmless from any claims by any other owner of the Bank Account.
- You must have a current source of wages that you regularly deposit into this Bank Account.
- You must have a smartphone with a data plan. You can read more about how we

use data from your smartphone in our Privacy Policy. Requesting an Instapay does not require a check of your credit score.

There are a few reasons we may not be able to let you obtain an Instapay. In particular, if any of the following conditions exist, you may not be able to access an Instapay:

- If you do not get paid by direct deposit or supported pay card.
- If you have previously received an Instapay 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 paycheck direct deposit.

6.3.2 Receipt of Instapay

You may choose to have your Instapay deposited to your Bank Account, supported payroll card, or you may pick up your Instapay in cash at any physical Walmart store via the "Direct2Cash," payout service. 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. You will not be charged any additional fees for receiving an Instapay through Direct2Cash. Additionally, to pick up your cash, you will need a valid form of photo identification. If you select to receive an Instapay via Direct2Cash, you will have 90 days to pick up your cash at a Walmart store. If the funds are not picked up within 90 days, the Instapay will be cancelled and those funds will be delivered to you on the following pay date. Please note that the Direct2Cash service is provided by Walmart and its service providers, not Even.

6.3.3 Accessing Instapay without Even Membership

You may also access Instapays without Even membership. In other words, you may access Instapays without paying the Membership Fee. To do so you must (1) demonstrate that you are currently employed at a company that is eligible for Instapay, and (2) you must document the hours worked during the wage period in question. If you fulfill these preliminary criteria, you may request a portion of your then available estimated net earned wages for the pay period at the time of your request. We will generally deposit the requested Instapay to your Bank Account within two business days of processing your request. To request an Instapay without Even membership, you may send an email request to support@even.com.

The request must include your first and last name, your phone number and email address, a copy of your most recent paystub to verify the hours worked and associated earnings, and your work schedule for the current pay period. We may also request additional information including Bank Account information. Failure to provide correct and complete information may make it impossible for Even to provide you with an Instapay. In addition to the information

contained in this request, you must fulfill all other eligibility requirements for receiving an Instapay as outlined above. Any Instapay you receive will be recouped by Even by the applicable Payment Method on your next scheduled payday. We do not charge any interest for an Instapay.

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

This Section sets forth the entirety of Even's recourse against you in the event that an Instapay is not recovered. Any other recourse or remedies claimed by Even, including but not limited to, indemnities, limitations on liability, and disclaimers of warranty described in this Agreement, do not apply to non-payment of an Instapay. To the extent that any recourse-related provision of this Agreement conflicts with this Section 6.3.4 "Even's Recourse in the Event of Non-Payment of an Instapay," this Section shall control.

Even warrants that it has no legal or contractual claim against you based on a failure to repay an Instapay. With respect to a failure to repay an Instapay, Even warrants it will not engage in any debt collection activities, place the amount owed with or sell to a third party, or report any unpaid balance to a consumer reporting agency. Even does not waive any rights regarding fraudulent activity, and Even will pursue instances of fraud.

However, if Even cannot recoup an Instapay repayment from your Bank Account, you will be prohibited from obtaining another Instapay from Even, until the outstanding Instapay has been repaid.

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

7. MEMBERSHIP FEE

All of the Services are subject to a monthly membership fee (the "Membership Fee") except as set forth in Section 6.3.3 "Accessing Instapay without Even Membership". The amount of any such Membership Fee will be displayed to you through the Services during the registration process. Generally, the Membership Fee is \$8 per month. However, as set forth in a relevant Employer Addendum, the amount of the Membership Fee payable by you may be different. We require either a connected Bank Account or deduction of funds from your paycheck through payroll must be permitted in your state (a "Payment Method") for payment of the Membership

Fee. Unless otherwise set forth in a relevant Employer Addendum, a Membership Fee shall be payable for each monthly period until you cancel your membership or your Even Account is otherwise closed. Unless otherwise set forth in a relevant Employer Addendum, Even will automatically charge your Payment Method for the Membership fee either on the enrollment calendar day of the month if paid via connected Bank Account or on the pay date following the enrollment calendar day of the month if paid via deduction of funds from your paycheck through payroll. As a courtesy, if you have not used the Services, we will discontinue your membership to avoid additional Membership Fees.

Even will do its best to collect the Membership Fee when funds are available. If our attempt to charge you for the Membership Fee is declined, Even reserves the right to terminate your access to the Services.

8. REFUNDS

The Membership Fee is non-refundable.

9. CREDIT AND DEBIT AUTHORIZATION

If you enroll in the Services, you authorize Even to electronically debit your Payment Method for the Membership Fee once each month. As applicable, you also authorize Even to electronically debit and credit your Payment Method to correct erroneous debits and credits. You have the right to receive notice of any debit for the Membership Fee that would vary in amount from a previous Membership Fee, but you agree that we only need to notify you in advance if a particular debit from your Payment Method would be more than \$8.

You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for automated clearinghouse ("ACH") transactions as provided herein and will remain in full force and effect until you notify Even that you wish to revoke this authorization by emailing support@even.com. You must notify Even at least three (3) business days before the scheduled debit date 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 withdrawal.

You agree to indemnify and hold harmless Even from and against any loss incurred as a result of its withdrawal of a pre-authorized debit transaction from your Payment Method if any of the information relied upon in your request to stop payment is incorrect or incomplete. If you have followed the instructions in this section to notify Even of your desire to revoke your

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 pre-authorized transaction. If we do not receive notice at least three (3) business days before the scheduled debit date, we may attempt, in our sole discretion, to cancel the transaction. However, we assume no responsibility for our failure to do so.

You warrant and represent to Even that you have the right to authorize us to charge and credit your Payment Method for payments due to us under this Agreement. If you have a joint Bank Account, you represent and warrant that you have the authority to (a) bind the absent accountholder; and (b) enter into this Agreement independently. You agree to indemnify and hold Even harmless from any claims by any other owner of the Bank Account.

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

10. CONSENT TO ELECTRONIC COMMUNICATIONS AND DOING BUSINESS ELECTRONICALLY

10.1 Communications to Be Provided in Electronic Form

By choosing to use the App or the Services from time-to-time you will receive disclosures, notices, documents, and any other communication about our Services, the App, or Even from Even ("Communications"). We can only give you the benefits of our Services by conducting business through the Internet, and therefore we need you to consent to receiving Communications electronically. This section informs you of your rights when receiving electronic Communications from us. We may discontinue electronic provision of Communications at any time in our sole discretion.

10.2 Communications in Writing

By accepting to this Agreement, you agree that electronic Communications shall be considered "in writing" and have the same meaning and effect as if provided in paper form, unless you have withdrawn your consent to receive Communications electronically as stated below. You agree that we have no obligation to provide you Communications in paper format, although we reserve the right to do so at any time.

10.3 Minimum Requirements

You understand that, in order to view and/or retain copies of the electronic Communications,

you may need a computer with an Internet connection (PCs should be running Windows 7 or higher and Internet Explorer 10 or higher, Chrome, or Firefox; Macs should be running OSX and Safari, Chrome, or Firefox); a mobile device (iOS 6.0 or higher devices running Safari or Chrome; Android 4.0 or higher devices running Android Browser or Chrome), a valid email address, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

10.4 Withdrawing Consent

You may withdraw your consent to receive Communications electronically by contacting us at optout@even.com or writing to us at Even Responsible Finance, Inc., 9450 SW Gemini Drive PMB 39582, Beaverton, OR 97008-7105, Attention: Legal & Compliance. If you withdraw your consent, we reserve the right to limit or close your Even Account. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected. You agree to pay any amount owed to Even such as Membership Fees even if you withdraw your consent and we close or limit access to your Even Account.

10.5 Updating Records

As noted above, you can update your Account Information through the Services or by emailing us at support@even.com.

11. SMS MESSAGING AND TELEPHONE CALLS

You consent to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone communicating on our behalf at the specific number(s) you have provided to us, with service-related information, questions about your use of the Services and/or Even Account and marketing information. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. Even and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, e-mails or other means.

Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.

12. LIMITATIONS OF USE

You agree to use the App and Services only for lawful purposes. You are prohibited from any use of the Services or App that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the App or Services, including but not limited to unauthorized entry into Even's systems, misuse of passwords, or misuse of any information posted on the App or through the Services is strictly prohibited. Even makes no claims concerning whether use of the App or Services is appropriate outside of the United States. If you access the App or the Services from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

You agree you will not 1) try to reverse engineer, disassemble, decompile, or decipher the App or the Services or software making up the App and Services, 2) navigate or search the App or Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), 3) use a means other than Even's provided interface to access the App or the Services, 4) use the App or the Services in a way that could impair, overburden, damage, or disable any portion of the App or Services, or 5) mirror any material contained on the App or the Services.

Even reserves the right to take various actions against you if we believe you have engaged in activities restricted by this Agreement or by laws or regulations, and Even also reserves the right to take action to protect Even, other users, and other third parties from any liability, fees, fines, or penalties. We may take actions including, but not limited to: 1) updating information you have provided to us so that it is accurate, 2) limiting or completely closing your access to the App or the Services, 3) suspending or terminating your ability to use the App or the Services on an ongoing basis, 4) taking legal action against you (note, as described in Section 6.3.4 "Even's Recourse in the Event of Non-Payment of an Instapay", Even will not take action against you for failure to repay an Instapay), 5) holding you liable for the amount of Even's damages caused by your violation of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

The App and the Services are owned and operated by the Even. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the "Even Materials") are owned exclusively by Even or the licensors or

suppliers of Even and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing on this App or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Even Materials displayed on the App or the Services, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of Even Materials found on the App or the Services unless in accordance with written authorization by us. Even prohibits use of any of the Even Materials as part of a link to or from the App or the Services unless establishment of such a link is approved in writing by us in advance. Any questions concerning any Even Materials, or whether any mark or logo is an Even Material, should be referred to Even. All rights related to the Even Materials are hereby reserved.

You agree that the Even Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of Even. You acknowledge that the Even Materials are and shall remain the property of Even. You may not modify, participate in the sale or transfer of, or create derivative works based on any Even Materials, in whole or in part.

14. TERMINATION

You can close your Even Account at any time by emailing Even at support@even.com or by notifying an Even member advisor in the app (“in-app notification”). Upon closing your Even Account, you will be expected to pay back any outstanding Instapay, but neither you nor your employer will be charged additional Membership Fees.

Just like you have the right to cancel, we have the right to cancel your use of Even. We may terminate this Agreement or suspend or terminate your access to or use of the Services for any reason at any time upon notice to you. For example, this can happen if we find out you are using the Services in a way that violates this Agreement. We will inform you of any such decision via email or in-app notification, and you can chat 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. Upon the cancellation, closure or termination of your Even Account by you or by us, upon your request, we will transfer the funds in the Even Member Account, if any, to your Bank Account.

If you do not use the Services for a certain period of time, applicable law may require us to report your funds in the Even Member Account 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 Even Member Account 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.

15. DISCLAIMER OF WARRANTIES

THE APP AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, EVEN AND ALL OF ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “EVEN PARTIES”) EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE SITE OR THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE OR THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

THE EVEN PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION OR CONTENT ON THE SITE, OR THE SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE EVEN PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THAT THE APP OR THE SERVICES ARE FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

16. NO LEGAL TAX OR FINANCIAL ADVICE

EVEN DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, OR FINANCIAL ADVICE THROUGH THE APP OR THE SERVICES. EVEN IS NOT A LAWYER, TAX ADVISOR, BROKER,

OR FINANCIAL PLANNER. EVEN SPEND IS 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 SPEND MAY NOT BE APPROPRIATE FOR YOUR SITUATION. IF YOUR EMPLOYER PROVIDES THE REQUIRED DATA TO US, EVEN SPEND FEATURES ALLOW YOU TO REVIEW THE HOURS YOU HAVE WORKED, ANALYZE AVAILABLE BUDGET AND OBTAIN A HOLISTIC PERSPECTIVE OF YOUR FINANCES BEFORE REQUESTING AN INSTAPAY. 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 SPEND RELIES UPON DATA FURNISHED BY YOUR PERSONAL FINANCIAL INSTITUTION THAT MAY NOT REFLECT ALL ACCOUNT TRANSACTIONS. IT IS YOUR RESPONSIBILITY TO ENSURE THAT EVEN SPEND REFLECTS ALL OF YOUR RECENT PURCHASES INCLUDING PENDING CHARGES TO BE POSTED.

17. LIMITATION OF LIABILITY

THE EVEN PARTIES WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE OR THE SERVICES, THE EVEN MATERIALS, OR ANY CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE OR THE SERVICES, EVEN IF EVEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EVEN PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE SITE OR THE SERVICES, OR FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO, OR USE OF, THE SITE OR THE SERVICES. IN NO EVENT WILL THE EVEN PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED USD \$1,000 (ONE THOUSAND UNITED STATES DOLLARS). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

18. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Even Parties from and against any and all claims, losses, expenses, demands or liabilities,

including reasonable attorneys' fees arising out of or relating to (i) your access to, use of or alleged use of the App or the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. You agree not to settle any matter without the prior written consent of Even.

19. DISPUTE RESOLUTION BY BINDING ARBITRATION

YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 19.3 BELOW.

19.1 Election to Arbitrate.

You and Even agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 19 (the "Arbitration Provision"), unless you opt out as provided in section 19.3 below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of Section 19.8 below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

19.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of

limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

19.3 Opt-Out of Arbitration Provision.

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to optout@even.com, within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

19.4 Informal Dispute Resolution.

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you may submit Claims by sending an email to optout@even.com at any time.

19.5 Arbitration Procedures.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

19.6 Arbitration Fees.

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

19.7 Appeals.

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

19.8 No Class Actions.

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 19.8, and any attempt to do so,

whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 19.8 shall be determined exclusively by a court and not by the administrator or any arbitrator.

19.9 Survival and Severability of Arbitration Provision.

This Arbitration Provision shall survive the termination of this Agreement. If any portion of this Arbitration Provision other than section 19.8 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section 19.8 are finally adjudicated pursuant to the last sentence of section 19.8 to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

19.10 Judicial Forum for Claims.

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and Even agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Alameda County, California. Both you and Even consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

19.11 WAIVER OF RIGHT TO LITIGATE.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

20. GOVERNING LAW AND VENUE

Except for Section 19 which is governed by the FAA, this Agreement and all Claims are governed by the laws of the State of California, without regard to conflict-of-law rules.

21. SEVERABILITY

If any provision of this Agreement is found to be invalid, unlawful, void, or unenforceable

by either an arbitrator or a court of competent jurisdiction, this Agreement's remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

22. WAIVER

You agree that if Even does not enforce any of its legal rights or remedies under this Agreement, or other legal rights or remedies Even has under applicable laws, this shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever.

23. APPLE DEVICE AND APPLICATION TERMS

In the event you are accessing the Services via an application on a device provided by Apple, Inc. ("Apple") or an application obtained through the Apple App Store (in either case, an "Application"), the following shall apply:

- Both you and Even acknowledge that this Agreement is between you and Even, not between you and Apple, and Apple is not responsible for the Services or any application related to such Services.
- 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 this Agreement as they are applicable to the Services;
- You will only use the Application in connection with an Apple device that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service except that the Services may be accessed and used by other Apple App Store accounts associated with you via Family Sharing or volume purchasing;
- You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, 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;
- You acknowledge and agree that Even, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation;

- 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, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- 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;
- Both you and Even 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
- Both you and Even acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement, and that upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as the third party beneficiary hereof.

24. SURVIVAL

The following provisions of this Agreement shall survive termination of your use or access to the App or the Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Dispute Resolution by Binding Arbitration, and General Provisions, and any other provision that by its terms survives termination of your use or access to the App or the Services.

25. GENERAL PROVISIONS

This Agreement is the entire understanding and agreement between you and Even. This Agreement supersedes any previous Terms of Service agreement or other agreement to which you and Even may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. We have the right to assign any of our rights hereunder relating to an Instapay, including any expectations of payment with respect to an Instapay or any rights to recoup (electronically or otherwise) funds payable in connection with an Instapay, to any of our affiliates or a third-party. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

26. CONTACTING US

If you have questions regarding the Agreement or the practices of Even, please contact us by e-mail at support@even.com or by regular mail at Even Responsible Finance, Inc., 9450 SW Gemini Drive PMB 39582, Beaverton, OR 97008-7105, Attention: Legal & Compliance.