Even User Agreement

Last Updated July 30, 2021

Questions? Email us at support@even.com

The following are terms and conditions of a legal user agreement (“Even User Agreement” or “Agreement”) between you (“you” or “your”) and Even Responsible Finance, Inc., its subsidiaries, affiliates, agents, and assigns (“Even,” “we,” “us,” or “our”) that govern your use of all of Even’s websites and mobile applications (collectively, the “App”) and the products, services, and features offered, operated, or made available by Even through the App (collectively, the “Even Services” or “Services”). The Services that Even offers are further detailed in Section 6 of this Agreement.

The Services are a benefit program offered through your Employer (“Program”). Accordingly, your Program may be tailored to provide terms and conditions different from or additional to those contained herein, and to provide a subset of Services rather than all of the Services set forth below in Section 6. Any additional or different terms and conditions and availability of Services will be set forth in an Even User Agreement Addendum (“Addendum”). The Addendum is incorporated into, supplements, and amends this Agreement. Any reference to “Even User Agreement” or “Agreement” herein means this Agreement and the Addendum. In the event of a conflict between the Addendum and the Agreement, the Addendum shall govern.

The App and Services are owned and operated by Even. The App and Services are being provided to you expressly subject to this Agreement.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER AND REQUIRES INDIVIDUAL ARBITRATION FOR LEGAL DISPUTES BETWEEN YOU AND EVEN.

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1. Acceptance of Agreement

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

If you access, browse, or use (a) the Services provided by Even, as defined in Section 6 below, or (b) the Even App, then 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.

If you perform any of the foregoing actions, then you also represent that you:

(1) Are a legal resident of the United States;

(2) Are of legal age of 18 to form a binding contract with Even (except that you represent that if you reside in one of the following states or U.S. territory, you are of the legal age specified for that state or U.S. territory: Nebraska (legal age of 19), Alabama (legal age of 21), Mississippi (legal age of 21), or Puerto Rico (legal age of 19)); and

(3) Are 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 in the App and by email or in-app notification. You should check this Agreement periodically for changes. All changes shall be effective upon posting. We will date the terms with the last day of revision. Your continued accessing, browsing, or 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 the App or the Services without notice or liability.

3. Privacy Policy

Even maintains a Privacy Policy that 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 the 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, verification services, our affiliates, and other third parties to verify your identity. 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 enable Even to provide you its Services as outlined in Section 6 of this Agreement—such as determining your income and expenses to provide you with a budgeting tool—you may, if you so choose, direct Even to retrieve your bank account transaction history, account balance information, wages, employment schedule, bills, and other information maintained by third parties (“Third Parties”) with which you have employment—such as your employer—or financial account relationships, such as your
bank (all such information is collectively referred to as “Third-Party Account Information”). Even works with one or more affiliated or unaffiliated 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

EVEN'S SERVICES ARE A VOLUNTARY BENEFIT PROGRAM. EMPLOYEES ARE NOT REQUIRED TO PARTICIPATE IN THIS PROGRAM. IF YOU DO WISH TO PARTICIPATE, THEN YOU MUST CREATE AN EVEN ACCOUNT TO UTILIZE ANY OF THE SERVICES SET FORTH BELOW.

As noted above, the Even Program offered through your Employer may be tailored to provide a subset of the Services discussed below, rather than all of the Services. The specific services available to you will be set forth in an Addendum to this User Agreement that will be provided to you.

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(s) held at a United States depository financial institution, and time and attendance and payroll information provided by your Employer. Even Spend then uses this information to create an automated and personalized budgeting plan for you. However, note that as further explained below in Section 6.6, Even is not a financial planner and does not offer legal, tax, or financial advice.

If connected through a selected employer, Even Spend 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 Instapay, as discussed below in Section 6.4. 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.

6.2 Automatic Save
“Automatic Save” enables you to allocate a portion of each paycheck towards your identified saving goals. All of your Automatic Save funds are held at either an FDIC-insured, non-interest bearing custodial bank account held by Even for the benefit of Even Members through Wells Fargo (“Custodial Account”), or in your own FDIC-insured, interest-bearing electronic demand deposit account offered through our bank partner, Cross River Bank (“CRB Account”). These accounts are discussed at greater length in Section 7 below.

In accordance with your instructions, Even will keep track of the funds you earmark for Automatic Save towards your identified goal and will transfer these funds to the Custodial Account or CRB Account on your next scheduled payday. Even will transfer the funds from either your personal bank account that you linked to the App (“Bank Account”), or as a deduction of funds from your paycheck through payroll. For more details on transfer of funds from your Bank Account or deduction of funds from your paycheck, see Section 10.

6.3 Automatic Payments

“Automatic Payments” enables you to allocate a portion of each paycheck towards paying your monthly bills. If Automatic Payments is offered through your Program, the only bills for which you currently may be able to use Automatic Payments are credit cards and student loan payments; however, Even may roll out additional bills in the future, such as for utility, cable, or cell phone bills. You can see what obligations you are allowed to pay through Automatic Payments, including any new bills that we may add in the future, by accessing the Even App. All funds under Automatic Payments are held in your CRB Account. You will open your CRB Account as part of the process of signing up for Automatic Payments. The CRB Account is discussed in greater detail below in Section 7.

You can turn on Automatic Payments for one, some, all, or none of the types of bills being offered to you and set the amount of the payment for each bill that you would like to automatically pay each month. In accordance with the instructions you set in the App, Even will keep track of the funds you earmark for Automatic Payments towards your monthly bills, and will transfer these funds to the CRB Account on the scheduled paydays. Even will transfer the funds to the CRB Account either as (i) a deduction of funds from your paycheck through payroll, or (ii) a transfer of funds from your Bank Account that you link through the App; one of these options will be made available to you when you sign up for Automatic Payments in the App. For more details on the deduction of funds from your paycheck or the transfer of funds from your Bank Account, see Section 10.

Even will make payments with the funds in your CRB Account on each bill you have set up by the due date for each bill. Even will make these payments to the relevant billers out of your CRB Account.

PLEASE NOTE: YOUR PAYCHECKS MAY NOT BE LARGE ENOUGH TO COVER ALL OR MORE OF THE BILLS YOU HAVE SET UP TO BE PAID BY AUTOMATIC PAYMENTS. In this case, we will notify you at least three days in advance before the bill payment date for any bill for which there are insufficient funds. You will be
responsible for covering the shortfall, such as by setting up and making a bill payment from your own personal Bank Account.

**ADDITIONAL NOTE: THE AMOUNT NECESSARY TO PAY THE BILLS YOU HAVE SET UP MIGHT EXCEED MORE THAN 50% OF THE AMOUNT OF YOUR PAYCHECKS.** For any paycheck in which the amount of the paycheck deduction or transfer of funds would exceed 50% of the amount of your paycheck, we will notify you two days in advance of that paycheck date.

You may modify or cancel Automatic Payments in the Even App. For example, if you want to skip payment for a bill for a specific month, or cancel Automatic Payments for that bill permanently (until you set it up again), you can do so in the Even App. To modify or cancel a bill payment allocation from your paycheck, you must contact Even in writing at support@even.com at least 3 business days before a pay date to ensure that funds for that bill will not be deducted from your paycheck or transferred from your Bank Account. To modify or cancel a bill payment scheduled to be paid from your CRB Account, you must contact Even in writing at support@even.com at least 3 business days prior to the due date for the applicable bill payment.

Your bills will be paid in the order of the smallest to the largest bill.

### 6.4 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 is referred to as an “Instapay”). You repay an Instapay in one payment that is automatically made on the payday immediately following the date on which you take an Instapay. If you do not have enough funds on your paycheck to repay an Instapay, you will automatically repay the Instapay in subsequent paychecks, as discussed below in Section 10.1.2 and Section 10.2.2.

### 6.4.1 Eligibility for Instapay

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

(i) You must have a Bank Account in your name (some types of prepaid debit cards or payroll cards also may be supported). 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.

(ii) You must have a current source of wages that you regularly deposit into this Bank Account.

(iii) 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](#).

(iv) We do NOT check your credit report or credit score when you request an Instapay or at any point during the Instapay process.
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:

(i) You do not get paid by direct deposit or a supported prepaid debit card or payroll card.

(ii) You have previously received an Instapay and, as outlined below in Section 10, Even makes an attempt, authorized by you, to recover the Instapay on your next scheduled payday, but that attempt fails.

(iii) Your Bank Account is currently or was very recently overdrawn or otherwise not in good standing.

(iv) You recently changed the routing of your paycheck direct deposit.

(v) You have left your Employer, or your departure from your Employer is pending and you are in the last pay period with your Employer.

6.4.2 Requesting an Instapay

You request an Instapay in the App through an automated process. When you make a request through the App, we electronically communicate with your Employer to automatically populate your up-to-date time-and-attendance and payroll information into your Instapay request.

6.4.3 Receipt of Instapay

You may choose to have your Instapay deposited in one of three ways:

- in your Bank Account instantly (usually within seconds, but up to 30 minutes);
- in your Bank Account within 1 business day; or
- by Cash Pickup at a Walmart Money Center, in which case your cash usually is available for pickup within seconds after you submit your Cash Pickup request, but may take up to 30 minutes before being available. The Cash Pickup service is discussed in greater detail in Section 6.5 below.

“Business days” are Mondays through Fridays, excluding holidays.

6.4.4 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 6.4.4 “Even’s Recourse in the Event of Non-Payment of an Instapay,” this Section 6.4.4 shall control.

Even warrants that --
(i) it has no legal or contractual claim against you based on a failure to repay an Instapay, and

(ii) 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 your EWA history or activity to a consumer reporting agency.

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. Moreover, Even does not waive any rights regarding identity theft, fraudulent activity, or other illegal activity, and Even will pursue instances of fraud, such as by taking legally permitted steps to recover Instapay disbursements that were fraudulently obtained.

If your Instapay payment or Even Services allocation of funds is returned unpaid by your bank for reasons such as insufficient funds, Even does not apply or charge any fees. However, 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 sufficient balance or available credit in your Bank Account.

6.5 Cash Pickup

Even’s Cash Pickup allows you to receive your money as cash, instead of in your Bank Account, by picking up your money at a Walmart Money Center. After you submit a Cash Pickup request, your money is available to you for cash pickup usually within seconds, but up to 30 minutes.

You may use Even’s Cash Pickup service in a number of ways to receive money as cash, including to:

(i) receive your Instapay disbursement through Cash Pickup rather than through a funds transfer to your Bank Account;

(ii) to withdraw cash from your Automatic Save funds; or

(iii) to receive the amount of an Automatic Payment as cash if you cancel the Automatic Payment.

If you choose to receive a cash disbursement via Cash Pickup under any of the scenarios listed above in (i) through (iii), you must request the Cash Pickup disbursement in the App. Even will then provide you with a claim code in the App that you can redeem for cash at any Walmart Money Center by presenting the claim code at a Walmart cash register. You will not be charged any additional fees for receiving funds through Cash Pickup. Please note that to pick up your cash, you will need a valid form of photo identification.

If you opt to receive funds via Cash Pickup, 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 Cash Pickup will be cancelled and those funds will be delivered back to your paycheck on your next pay
date. Please note that the Cash Pickup service is provided by Walmart and its service providers, not Even.

6.6 No Legal, Tax, or Financial Advice

Neither Even nor the Even Services are intended to provide legal, tax, or financial advice. Even is not a financial planner. Your personal financial situation is unique, and any information suggested by Even is intended only to assist you in your financial organization, is broad in scope, and may not be appropriate for your situation. 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.

7. Automatic Save Account

Several of the Services discussed in Section 6 may require you to participate in a Custodial Account or open a CRB Account with our bank partner, Cross River Bank. This Agreement refers to the Custodial Account and the CRB Account collectively as the “Automatic Save Account.”

7.1 Custodial Account

If you use Automatic Save without using Automatic Payments, your funds may be held at either a Custodial Account at Wells Fargo or at a CRB Account discussed below in Section 7.2. We note below, in Section 7.3, several important limitations on the use of your funds held in the Custodial Account; these limitations exist to serve your goals in using Automatic Save, Automatic Payments, and other Even Services.

7.2 Your CRB Account

If you use Automatic Payments, your funds will be held in your CRB Account. Your CRB Account will be subject to a separate user agreement between you and Cross River Bank, but we note several important limitations on your CRB Account below, in Section 7.3, that differ from many traditional bank accounts; these limitations exist to serve your goals in using Automatic Save, Automatic Payments, and other Even Services.

7.3 Limitations on your Automatic Save Account

You may not use the funds in your Automatic Save Account to:

(i) make purchases, such as with a debit card or through online e-commerce;

(ii) withdraw cash from ATMs, at a bank branch location, or by any other means other than Cash Pickup; or

(iii) transfer funds to third parties or for any other purpose, except you may move funds from the Automatic Save Account to your Bank Account.
Any funds placed in your Automatic Save Account will remain there until you instruct us to transfer any or all of your funds from your Automatic Save Account to your Bank Account or you authorize an Automatic Payment. The transfer of the requested funds from your Automatic Save Account to your Bank Account generally will be made within two business days of when the request is received. It is important to know the amount of your available funds in your Automatic Save Account before initiating the transfer of funds from your Automatic Save Account. You can see your balance and other funds activity under “History” in the App. If you do not have sufficient available funds in your Automatic Save Account to cover the amount of the requested transfer, your request for the transfer will be declined. Funds also may be transferred from your Automatic Save Account to your Bank Account without notice to you upon the closure, cancellation, or termination of your Even Account as described below.

8. Fees

Even charges you no membership, subscription, monthly, Instapay, or usage fees. However, Even may charge an expedited funds fee if you choose to receive your Instapay funds in your Bank Account instantly (usually within seconds, but up to 30 minutes) or by Cash Pickup (also usually within seconds, but up to 30 minutes) rather than choosing to receive your funds in your Bank Account within 1 business day. Any expedited funds fee that Even might charge you are set forth in the Even User Agreement Addendum, which will be provided to you before your first Instapay request. The amount of any such expedited funds fee will be clearly displayed to you in the App when you request an Instapay and select your preferred delivery method.

9. Refunds

If we charge you an expedited funds fee and you receive your Instapay funds instantly (usually within seconds, but up to 30 minutes) as explained above in Section 8, the fee is non-refundable.

10. Payroll Deduction Authorization; Authorization to Credit or Debit Your Bank Account

If you utilize any of the Services outlined in Section 6 above that require Even to place funds into your Bank Account—such as Instapay or a transfer of funds from the Automatic Save Account to your Bank Account—then you authorize Even to electronically credit your Bank Account and place the funds into your account.

If your use of Even Services requires you to repay an Instapay, pay any expedited funds delivery fees, transfer funds to the Automatic Save Account as part of the Automatic Save service, or engage in any other such transaction, you authorize your Employer to make deductions from your next scheduled paycheck to make these transactions and transfer of funds. Your Program may require you to instead engage in such transactions and transfer of funds through debits and withdrawals from your Bank Account, in which case you authorize Even to electronically debit your Bank Account accordingly.

If you do not repay an Instapay or any expedited funds fee you may owe through a payroll deduction or from your Bank Account, then Even, Employer, and any other associated third party has no legal or contractual claim or remedy against you based
on your failure to repay. Even, Employer, and any other associated third party will not engage in any debt collection activities. For deductions you authorize Employer to make from your paycheck, and for debits you authorize Even to make from your Bank Account, you agree that these deductions and debits do not constitute debt collection activities.

You also authorize your Employer to deduct from your paycheck, and you authorize Even to electronically debit and credit your Bank Account, as necessary to correct erroneous debits, credits, or payroll processing mistakes, including overpayments or inaccurate deductions.

You can access your pre-authorized authorizations in the Even App by going to the Profile section under “App settings.”

**10.1. Payroll Deduction Authorization**

**10.1.1. Authorization**

You acknowledge that, as applicable, the payroll deduction authorization contained in this Section represents your written authorization for payroll deductions 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 PAYMENT TRANSFER 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 or Employer from and against any loss incurred as a result of its withdrawal of a payroll deduction authorization 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 payroll deduction date, Even will be liable for your losses or damages directly caused by our failure to stop any payroll deduction. If Even does not receive notice at least three (3) business days before the payroll deduction date, Employer may attempt, in its sole discretion, to cancel the transaction. However, Employer assumes no responsibility for its failure to do so.

Employer will not deduct expedited funds fees from a paycheck if doing so will reduce your rate of pay below the minimum wage for the corresponding pay period. If the expedited funds fees deduction would reduce your rate of pay below the minimum wage for the corresponding pay period, Even Services may not be available to you.

Deductions from a paycheck as part of the Services you obtain from Even are solely for your benefit and convenience.

If your employment with Employer ends, you authorize Employer to deduct any outstanding Instapays and expedited funds fees from your final paycheck, if allowed by law.
10.1.2. Insufficient Paycheck Funds

If you transfer funds through payroll deductions, there may be instances in which your paycheck does not have sufficient funds to repay an Instapay or to fulfill your Automatic Save or Automatic Payment allocations.

10.1.2.1. Instapay

If your paycheck has insufficient funds to repay an Instapay, then Employer will deduct the unpaid portion of the Instapay out of a subsequent paycheck per your authorization. You acknowledge that subsequent deductions are not debt collection activities.

10.1.2.2. Automatic Save

If your paycheck has insufficient funds to fulfill your Automatic Save allocation, then Employer will cancel the outstanding portion of your Automatic Save allocation and this outstanding portion will not be added to the Automatic Save Account (see Section 7 above for an explanation of Automatic Save Account).

10.1.2.3 Automatic Payments

If your paycheck has insufficient funds to fulfill your Automatic Payment allocation, then Employer will cancel the outstanding portion of your Automatic Payment obligation. You will be responsible for paying any portion of any bill that, as a result, would not be paid through Automatic Payment, as explained in Section 6.3 above. Since, under these circumstances, the allocation for Automatic Payments may be cancelled, and you will be responsible for paying the bills that would have been paid by Automatic Payments, Even agrees to send you notification(s) of any cancelled allocations and your need to pay your bills yourself that you had scheduled to be paid by Automatic Payments.

10.2 Authorization to Credit or Debit Your Bank Account

10.2.1. Authorization

You acknowledge that, as applicable, the electronic authorization contained in this Section represents your written authorization for automated clearinghouse (“ACH”) transactions to or from your Bank Account 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 PAYMENT TRANSFER 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 Bank Account 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 payment transfer 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 payment transfer date, we may attempt, in our sole discretion, to cancel the transaction. However, we assume no responsibility for our failure to do so.

You have the right to receive notice of any withdrawal that would vary in amount from the previously scheduled date amount, but you agree that we only need to notify you in advance if a particular debit from your Bank Account would be more than $3,000. Our policy is that no single debit will exceed $3,000, so we do not expect to provide you with advance notice of each ongoing debit transfer from your Bank Account.

You agree that the initiation and transmission of each debit and credit as authorized in this Section 10 will be subject to, and made in accordance with, U.S. law and the NACHA Operating Rules that govern ACH transactions.

You warrant and represent to Even that you have the right to authorize us to charge and credit your Bank Account 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.

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 sufficient balance or available credit in your bank account sufficient to repay an Instapay or Even Services allocations. However, if your Instapay payment or Even Services allocation of funds is returned unpaid by your bank for reasons such as insufficient funds, Even does not apply or charge any fees.

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.

10.2.2. Insufficient Bank Account Funds

There may be instances in which your Bank Account does not have sufficient funds to repay an Instapay or to fulfill your Automatic Save or Automatic Payment allocations.

10.2.2.1 Instapay

If your Bank Account has insufficient funds on the scheduled pay date to repay an Instapay in full, then we will be unable to debit your account to repay any portion of the Instapay on that pay date. Under these circumstances, we will attempt to debit your Bank Account a second time on or within two days before your next pay date. You acknowledge that this second attempt to debit your Bank Account does not constitute debt collection activities. If you still have insufficient funds to repay the Instapay on the second attempted debit, then we will no longer seek to debit your Bank Account, and you will not have to repay the Instapay if you do not wish to, pursuant to Section 6.4.4.
of this Agreement; however, you will not be able to obtain any more Instapays until you repay the unrecouped Instapay.

10.2.2.2. Automatic Save and Automatic Payments

If your Bank Account has insufficient funds on the scheduled pay date to fulfill your Automatic Save or Automatic Payment allocations, then we will be unable to debit your account to fulfill that allocation. Even will cancel the unfulfilled allocation for that pay date, and this cancelled allocation will not be added to your Automatic Save Account (see Section 7 above for an explanation of Automatic Save Account). There will be no second or any other subsequent attempt to debit your Bank Account to make up for this canceled allocation. Since, under these circumstances, the allocation for Automatic Payments may be cancelled, and you will be responsible for paying the bills that would have been paid by Automatic Payments, we will send you notification(s) of any cancelled allocations and your need to pay off your bills yourself that you had scheduled to be paid by Automatic Payments.

11. Consent to Electronic Communications and Doing Business Electronically

11.1. Communications to be Provided in Electronic Form

As a user of the App or the Services, from time-to-time you will receive user agreements, terms and conditions, privacy policies, disclosures, notices, customer services exchanges, 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 electronically (i.e., via email, through in-app notification, or to your mobile device), 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 at our sole discretion.

11.2 Communications in Writing

By accepting this Agreement, you agree that you are entering into this Agreement electronically, Communications may be provided to you by electronic means, and 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.

Any Communication will be deemed to have been received by you no later than 5 business days after Even sends the Communication to you by email, in-app notification, or other electronic means, whether or not you received the Communication. An electronic Communication is considered to be sent at the time that it is directed by Even’s server to your email address, in-app inbox, or other electronic contact information that you have provided to, or used with, Even. You agree that these are reasonable procedures for sending and receiving electronic Communications.
11.3. 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, and sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

11.4 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 expedited funds fees even if you withdraw your consent and we close or limit access to your Even Account.

11.5 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., 9450 SW Gemini Drive PMB 39582, Beaverton, OR 97008-7105, Attention: Legal & Compliance. You may also email your request to support@even.com. We will provide a paper copy of the Communication within fifteen (15) business days. In order for us to send you a paper copy of a Communication, you must provide us with your current street address when you send us your request for paper copies.

11.6 Updating Records

As noted above in Section 4, you can update your Account Information through the App or by emailing us at support@even.com.

12. SMS Messaging and Telephone Calls

12.1 Consent to Receive SMS Messages

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 Even’s agents, representatives, and 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.

12.2. 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@even.com.

13. 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:

(i) try to reverse engineer, disassemble, decompile, or decipher the App or the Services or software making up the App and Services;

(ii) navigate or search the App or Services with any tool, software, agent, engine, or other means (including bots, avatars, intelligent agents, or spiders);

(iii) use a means other than Even’s provided interface to access the App or the Services;
(iv) use the App or the Services in a way that could impair, overburden, damage, or disable any portion of the App or Services; or

(v) 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:

(i) updating information you have provided to us so that it is accurate;

(ii) limiting or completely closing your access to the App or the Services;

(iii) suspending or terminating your ability to use the App or the Services on an ongoing basis;

(iv) taking legal action against you (but note that as explained in Section 6.4.4, Even will not take action against you for failure to repay an Instapay); or

(v) holding you liable for the amount of Even’s damages caused by your violation of this Agreement.


The App and the Services are owned and operated by 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
15. Termination of Even Account

You can close your Even Account at any time by emailing Even at support@even.com or by contacting 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 expedited funds 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, if any, in the Automatic Save Account 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 CRB 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 CRB 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.

16. 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 MATERIALLYAffected 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.

17. 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 YOUR 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. SOME EVEN SERVICES RELY
UPON DATA FURNISHED BY YOUR PERSONAL FINANCIAL INSTITUTION THAT
MAY NOT REFLECT ALL ACCOUNT TRANSACTIONS. IT IS YOUR
RESPONSIBILITY TO ENSURE THAT EVEN SERVICES REFLECTS ALL OF YOUR
RECENT PURCHASES INCLUDING PENDING CHARGES TO BE POSTED.

18. 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 ACCESSSED 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 $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.

19. 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.

20. 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 20.3 BELOW.

20.1. 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 20 (the “Arbitration Provision”), unless you opt out as provided in Section 20.3 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 20.8 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.


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.

20.3 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.

20.4 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.

20.5 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.

20.6 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.

20.7 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.

20.8 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 20.8, 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 20.8 shall be determined exclusively by a court and not by the administrator or any arbitrator.

20.9 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 20.8 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 20.8 are finally adjudicated pursuant to the last sentence of Section 20.8 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.

20.10 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.

20.11. 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.

21. Governing Law and Venue

Except for Section 20 which is governed by the Federal Arbitration Act, this Agreement and all Claims are governed by the laws of the State of California, without regard to conflict-of-law rules.
22. LICENSING

EVEN IS NOT CURRENTLY LICENSED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION (“DFPI”), NOR IS EVEN REQUIRED TO BE LICENSED BY THE DFPI. IF THE DFPI DECIDES IN THE FUTURE TO LICENSE EVEN, AND/OR TO REQUIRE EVEN TO MAKE MODIFICATIONS TO THIS AGREEMENT AND/OR OTHER AGREEMENTS BETWEEN EVEN AND YOU, SUCH DEVELOPMENTS MAY HAVE NO IMPACT ON YOUR OBLIGATIONS UNDER THIS AGREEMENT.

23. CONTACTING DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION


24. Severability

Subject to Section 20.9, 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.

25. 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.

26. Rules of Conduct

To protect Even, we need to define some rules that govern how you can use the Services and the App. 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:

(i) is unlawful, fraudulent or deceptive;

(ii) you know is false, misleading, untruthful, or inaccurate;

(iii) 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;

(iv) 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;

(v) impersonates any person or entity, including any of our employees or representatives; or

(vi) 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.
27. 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.
28. Survival

The following provisions of this Agreement shall survive termination of your use or access to the App or the Services: the sections concerning

- 16. Disclaimer of Warranties,
- 18. Limitation of Liability,
- 19. Indemnification,
- 20. Dispute Resolution by Binding Arbitration,
- 25. Waiver, and
- 29. General Provisions, and

- Any other provision that by its terms survives termination of your use or access to the App or the Services.

29. General Provisions

This Agreement is the entire understanding and agreement between you and Even. This Agreement supersedes any previous Terms of Service agreement, User Agreement, Terms and Conditions 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, unless inconsistent with Section 6.4.4. 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.

Even works with some third-party companies, such as bank partners, payments processors, and others. Even is not responsible for any errors or damages caused by these companies. You can read more about who we work with in our Privacy Policy.

For purposes of these disclosures, Even’s business days are Mondays through Fridays, excluding holidays.

30. 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,