

# Step Account Agreement

Last Updated: January 10, 2022

Effective: January 24, 2022

The following terms and conditions constitute an agreement (**Agreement**) between you and Evolve Bank & Trust governing the use of your Step account. (**Step Account**). This Agreement also refers to and includes other disclosures we may provide to you, which are incorporated by reference. As used in this Agreement, **Customer, you** and **your** mean the owner of the Step Account, any person responsible for paying back all amounts you owe us under this Agreement. You are also responsible for any other person you may authorize to use and access your Step Account (**Authorized User**). The terms **we, us, our, Bank** and **Evolve** mean Evolve Bank & Trust. By opening or continuing to use a Step Account, you agree to this Agreement. Please keep a copy of this Agreement for your records.

**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN *ARBITRATION AGREEMENT* IN SECTION V.C.22 AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. UNLESS YOU ACT PROMPTLY TO REJECT THE *ARBITRATION AGREEMENT*, IT REQUIRES THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. IMPORTANTLY, THE *ARBITRATION AGREEMENT* INCLUDES OPT OUT PROVISIONS.**

## **I. IMPORTANT INFORMATION ABOUT YOUR STEP ACCOUNT**

- Your Step Account consists of a Step deposit account (**Deposit Account**) and a Step Visa© credit card account (**Card Account**) provided by Evolve. Evolve also issues cards or other devices, including both physical and virtual cards and devices (each, a **Card**) to access your Card Account.
- Within your Step Account, you may set up a sub-account for yourself and for each of your Authorized Users (each, a **Sub-Account**) to manage their use of your Step Account or any Sub-Account. Each Sub-Account will have a **Wallet** which represents a portion of the funds held in the Deposit Account, which are designated for use to a particular Sub-Account. The Wallet associated with any Sub-Account you establish for yourself is the **Master Wallet**. You and your Authorized Users may also be issued a Card for use in association with your respective Sub-Accounts.
- The Step Account is designed to help you and each Authorized User save more than you spend. You and your Authorized User(s) may never spend more than the amount you have in your Deposit Account with your Card or with transactions on your Deposit

Account. We refer to this limit as the **Spending Limit**. Your Card Account is also subject to a maximum Credit Limit. See Sections II.A.6 and III.A.2 for more information.

- If you establish more than one Sub-Account, each Sub-Account will have a Spending Limit equal to the amount of funds in the Wallet corresponding to that Sub-Account, minus the outstanding Step Card Balance associated with that Sub-Account. The Spending Limit for each Sub-Account may never exceed the Spending Limit or Credit Limit on your Step Account. See Sections II.A.6 and III.A.2 for more information.
- Each Card is a credit card which accesses the Card Account, which is a line of credit provided by Evolve. It is not a debit card.
- **YOUR OBLIGATION TO PAY US BACK FOR ALL CARD TRANSACTIONS AND OTHER OBLIGATIONS YOU INCUR IS SECURED BY YOUR DEPOSIT ACCOUNT. IF YOU DO NOT PAY US BACK FOR ANY AMOUNT YOU OWE US WHEN YOUR PAYMENTS ARE DUE, WE MAY EXERCISE OUR INTEREST AND DEBIT YOUR DEPOSIT ACCOUNT AND YOU CAN LOSE THE MONEY IN YOUR DEPOSIT ACCOUNT. SEE THE SECURITY AGREEMENT FOR MORE INFORMATION.**
- You are responsible for all activity conducted on your Step Account by you and all Authorized Users, and all transactions any Authorized User makes will be treated as if you had made the transaction yourself.

### **TRUTH IN LENDING DISCLOSURES**

#### ***IMPORTANT PRICING INFORMATION ABOUT YOUR CARD***

<b>Annual Percentage Rate (APR) for Purchases and Cash Advances</b>	
<b>Annual Percentage Rate (APR) for Purchases and Cash Advances</b>	<b>0.00%</b>
<b>Penalty APR and When it Applies</b>	<b>0%</b>  This APR (the <b>Penalty APR</b> ) may be applied to your account if you do not pay the minimum payment due, make a late payment, or your payment is returned and you fail to make a successful payment by the Due Date. Your entire balance will be subject to the Penalty APR.  <b>How Long Will the Penalty APR Apply?:</b> If your APR is increased for any of these reasons, the Penalty APR may apply until you make all your required payments and you have no amount past due.

<b>How to Avoid Paying Interest</b>	Your Due Date is at least 21 days after the close of each Cycle. We will not charge you interest on purchases or cash advances if you pay your entire balance by the Due Date each month.
<b>Minimum Interest Charge</b>	None.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<b>To learn more about the factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a></b>
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>● Foreign Transaction</li> <li>● Cash Advance (ATM)</li> </ul>	<p>None</p> <p>\$0</p> <p>A third-party (out of network) ATM operator may charge a fee.</p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>● Late Payment</li> <li>● Returned Payment</li> </ul>	<p>\$0</p> <p>\$0</p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See Section III.C.2 of this Agreement for more details.

**Billing Rights:** Information on your rights to dispute Card transactions and how to exercise those rights is provided in Section III.E of this Agreement.

## **SECURITY AGREEMENT**

1. **Our Security Interest in Your Deposit Account.** You hereby grant to us, as of the date you enter into this Agreement, a security interest in all right, title and interest in any Deposit Account you have with us, and all funds deposited therein, now owned or hereinafter acquired (collectively, the **Collateral**), to secure your performance under this Agreement, including your duty to pay us for all obligations you owe us under this Agreement, present or hereinafter occurring, when payments are due, for every transaction made with your Step Account by you, an Authorized User, or any other person that you or an Authorized User permits to use your Step Account (**Security Interest**).
2. **Our Right to Exercise the Security Interest.** You irrevocably and unconditionally relinquish possession and control over the Collateral, and you pledge and assign as security to us all of your right, title, and interest in it. You must take any action we request to perfect or protect our first lien position Security Interest in the Collateral. You waive the benefit of any homestead or other exemptions in the Collateral. The Security Interest will be governed by *Uniform Commercial Code - Article 9* (as adopted by the applicable state law) whether *Article 9* applies by its terms or not. We do not have to give you any prior notice to apply the funds in your Deposit Account or other Collateral or its proceeds to satisfy your obligations. You expressly agree that our rights under this Security Agreement extend to any electronically deposited federal or state benefit payments (including Social Security benefits) to the extent permitted by law. If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. In addition, you grant us a right of setoff to your Deposit Account to secure all amounts you owe us under this Agreement. This right of setoff does not apply to your Deposit Account if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff or Security Interest.
3. **What Happens When You Spend Money.** The Step Account is designed to help you save more than you spend. When you make a transaction on a Card, an equivalent amount of funds in the Wallet associated with that Card will be classified as **Spent Money**. The Spent Money will remain in your Deposit Account and Wallet. When you make a payment on your Card, an amount of the Spent Money equal to the amount of the payment will no longer be classified as Spent Money. You authorize us to limit your ability to withdraw or transfer all or part of the funds in your Deposit Account and each Wallet, up to the amount of funds classified as Spent Money, as reasonably necessary to ensure that (1) your Step Card Balance (defined below in Section III.A.2.a) and total of other transactions on your Deposit Account do not exceed the Available Balance (defined below in Section IV.B.1) in your Deposit Account at any given time, (2) the Step Card Balance on any Card does not exceed the Available Balance in the Wallet associated with the same Card and Sub-Account; and (3) to preserve our rights under this Security Agreement.
4. **YOU MAY LOSE FUNDS IN YOUR DEPOSIT ACCOUNT.** If you are in default of any obligation under this Agreement, or your Step Account is closed for any reason, you authorize us to withdraw funds from your Deposit Account and apply such amounts to the outstanding Step Card Balance and any other amounts you owe us under this Agreement without sending

you notice or demand for payment. We may do this in addition to the other rights we have under law or this Agreement. The application of your funds to the Step Card Balance and any other amounts you owe under this Agreement will not affect your obligation to pay us in full. You are responsible for the repayment of all amounts you owe us under this Agreement.

**5. Legal Proceedings.** You represent that (a) there are no current lawsuits or bankruptcy proceedings that might affect our interest in your Deposit Account; and (b) you have not and will not attempt to transfer any interest in your Deposit Account to any other person or offer your Deposit Account as collateral or security for any other obligation. If any person seeks to attach your Deposit Account, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Step Card Balance (defined below in Section III.A.2.a), immediately payable and apply the funds in your Deposit Account as payment of those amounts. If we must hire an attorney to defend or enforce our rights under the Security Agreement, you will pay our reasonable attorneys' fees and court costs, unless prohibited by law.

- **TRUTH IN SAVINGS DISCLOSURES**

***IMPORTANT INFORMATION ABOUT YOUR DEPOSIT ACCOUNT***

**INTEREST RATE INFORMATION.** Your Deposit Account is not an interest-bearing account.

**MINIMUM BALANCE REQUIREMENTS.** No minimum balance requirements apply to your Deposit Account.

**TRANSACTION LIMITATIONS.** You may not make transactions that would cause the Spent Money to exceed the total balance in your Deposit Account. If you have more than one Sub-Account, you may not make transactions with any Sub-Account that would cause the Spent Money in a Sub-Account to exceed the total Available Balance in that Sub-Account's Wallet, even if there are sufficient funds in the Deposit Account. If you exceed these limits, we may close, suspend, or freeze your Deposit Account. See Section II.A.9 for more information on transaction limitations.

**FEES AND CHARGES.** Please refer to the separate *Fee Schedule* provided to you with this Agreement for information about fees and charges associated with your Deposit Account. A *Fee Schedule* will be provided to you at the time you open a Step Account, periodically when fees or charges change, and upon request.

## **II. GENERAL TERMS**

***This section applies to all features of your Step Account***

**A. About your Step Account**

**1. Evolve.** The Step Account is provided by Evolve Bank & Trust.

2. **Business Days.** Our **Business Days** are every day except Saturdays, Sundays, and holidays.

3. **Calling Us.** You may call us at 1-877-927-2562, between the hours of 9 a.m to 5 p.m. Pacific Time to ask questions or request information. Please call us at this number at any time whenever this Agreement or applicable law requires or allows you to notify us by telephone.

4. **Writing to Us.** You may email us at support@step.com. You may also write to us at 120 Hawthorne Ave., Palo Alto, CA 94301. We will deem any and all notices to us effective upon receipt by us.

5. **Your Step Account.** Your Step Account includes a Deposit Account and a Card. **THE CARD ACCESSES A LINE OF CREDIT. IT IS NOT A DEBIT CARD. INTEREST AND OTHER CHARGES MAY APPLY.** Within your Step Account, you may set up one or more Sub-Accounts. Each Sub-Account will be provided for use by you or an Authorized User. Each Sub-Account will have its own Card, issued to you or the Authorized User of the Sub-Account, and a Wallet. You may designate funds in the Deposit Account to each Sub-Account's Wallet, for saving or spending within the selected Sub-Account, which will not be made available for use with any other Sub-Account. At our discretion based on the information available to us, we may move funds from a Wallet to their original funding source or to the Master Wallet, or another account we permit, when a Sub-Account associated with the Wallet is closed. Each Sub-Account will be considered a part of your Step Account. The credit we extend when you or your Authorized User(s) use your Card(s), and any other obligation you incur, are secured by your Deposit Account. See the *Security Agreement*.

6. **Spending Limit.** The Step Account is designed to help you save more than you spend. You may never spend more than the amount you have in your Deposit Account with your Card or with transactions on your Deposit Account. We refer to this limit as the **Spending Limit**. For each Sub-Account, its Spending Limit is determined by taking the Sub-Account's Available Balance and subtracting any money that is contributed to a Savings Goal (defined below in Section 11), and subtracting the Spent Money for that Sub-Account. The **Spent Money** is a portion of the Available Balance in your Deposit Account in an amount equal to your total Step Card Balance. If you have one or more Sub-Accounts, each Sub-Account will also have its own applicable Spending Limit, which is equal to the Available Balance in the Sub-Account's Wallet, minus any money in that Wallet that has been contributed to a Savings Goal, and that Sub-Account's Step Card Balance. The Spending Limit on your Deposit Account (along with the total of the Spending Limits for all Sub-Accounts) may never exceed the Credit Limit or the Available Credit. If you or any Authorized User make a transaction that causes you to exceed the Spending Limit on your Step Account or any Sub-Account, you agree to immediately make a payment on your Card or make a deposit to your Deposit Account such that you no longer exceed your Spending Limit.

- Our general practice is to decline any transaction that would cause you to exceed any applicable Spending Limit. Even if we have permitted you to exceed your Spending Limit before, we are not required to do it in the future. We may determine the amount of Available Balance, Spent Money, and Step Card Balance for the purpose of deciding whether a transaction will cause you to exceed a Spending Limit only once, and at

any time between the time you authorize the transaction and when we decline the transaction or send a notice of the declined transaction.

7. **The App.** You can access your Step Account through the Step mobile application (**App**). You may log in to the App at any time to view and update information about your Step Account and initiate online transactions. Your use of the App is subject to the [Step Mobile App Terms of Service](#).

8. **Periodic Statements.** We will make available to you one periodic statement (**Statement**) for your Step Account per month, covering activity on your Card and Deposit Account during each monthly cycle (**Cycle**). Each Statement will tell you how much you must pay us, and when the payment is due (**Due Date**). We may make your Statements available through the App, by e-mail, or by mail. We have made the Statement available to you on the day we notify you that the Statement is available or we mail your paper Statement. If your Deposit Account balance has charged off, we may provide you with quarterly Statements.

9. **Other Transaction Limits.** For security reasons, there are limits on the number, amount, frequency, and type of transactions you can make using your Card or Step Account. Similarly, there are limits on your ability to use your Card with certain merchants or terminals. To protect the security of your Step Account, others' accounts and systems, we may or may not disclose some or all of these limits and any changes to these limits, unless required by law. We may change these limits from time to time at our sole discretion. We will notify you of any limits or changes to these limits if required by applicable law. In our discretion, we may permit you to make transactions in excess of these limits, but our permission to do so on one occasion does not guarantee that we will allow a transaction in excess of the limits in the future. Your rights under this Agreement to make purchases, deposit funds, make ATM transactions, transfers, and other transactions with your Card or Step Account are subject to this paragraph.

10. **Security; Locking Your Card.** CONTACT US IMMEDIATELY IF YOU BELIEVE YOUR STEP ACCOUNT OR CARD HAS BEEN LOST, STOLEN, OR ACCESSED OR USED BY ANY UNAUTHORIZED PERSON. You may ask us to lock any Card, and we may take other action we deem necessary to protect the security of your Step Account or our systems. Locking a Card may not prevent all unauthorized transactions and will not prevent transactions that have already been initiated.

## B. **Opening Your Step Account.**

1. **Identifying You.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person that opens an account. What this means for you: when you open a Step Account, we will ask you for your name, street address, email, phone number, Social Security Number (**SSN**), and date of birth, and other information that will allow us to identify you. To open a Step Account with us, you must be at least 18 years old, a U.S. citizen or a resident alien with a valid SSN and have a residential address in the U.S. or U.S. territory where we offer the Step Account. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. You must tell us when this information changes. We may ask you for

additional documents to verify any changes. We may restrict or close your Step Account if we cannot verify your information, or if you do not provide it as requested.

2. **Consumer Reporting Agencies.** You authorize us to obtain information about you from time to time from consumer reporting agencies, check verification services, and other third parties for the purpose of considering your application for a Step Account or any other purpose permitted by law.

3. **TIN/Backup Withholding.** We are required by federal law to obtain your correct taxpayer identification number (**TIN**) in order to avoid potential backup withholding and to report any interest income paid to you in connection with your Step Account. If you are subject to backup withholding or if the Internal Revenue Service (**IRS**) notifies us that we do not have a correct TIN for you, we may be required to withhold and remit to the IRS a percentage of interest paid (backup withholding) to your Deposit Account. Amounts withheld are reported to the IRS as federal tax withheld and will be reflected on your IRS Form 1099-INT, Interest Income. A TIN may be your SSN if your Step Account is in your name and you are either a U.S. citizen, permanent resident, or otherwise eligible to receive an SSN.

4. **Ownership of Step Account.** This is an individual account.

5. **Authorized Users.** You may authorize one or more Authorized Users to use and access your Step Account, or any Sub-Account, subject to our approval. The Authorized User must be at least 13 years of age. We reserve the right to limit the number of Authorized Users of your Step Account. We may require you to submit certain information about each person you request to make an Authorized User on your Step Account or a Sub-Account. Authorized Users will have access to certain information about your Step Account and will be able to make transactions with your Step Account. You will be responsible for an Authorized User's use of the Step Account, and use of the Step Account by anyone else they allow to use the Step Account, even if you did not want, or agree to, that use. We may also limit an Authorized User's ability to use the Step Account. The Authorized User is designated to conduct transactions on your behalf. You do not give up any rights to act on the Step Account, and the Authorized User may not in any manner affect the rights of the owner or beneficiaries, if any, other than by using the Card and making transactions on the Step Account. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The Authorized User's authority is automatically terminated by the death of any owner of the Step Account. However, we may continue to honor the transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an Authorized User for any reason, in our sole discretion.

- Subject to these terms, you may also designate another parent or guardian of an Authorized User, or other adult you trust to view and help manage your family finances to be an Authorized User (**Co-Sponsor**). Co-Sponsors are Authorized Users with certain additional privileges to access, view, and use your Step Account. Co-Sponsors may:
  - Deposit funds to any Wallet or Master Wallet, or to a Savings Goal established in any Wallet, from their personal bank account or debit card.



- Obtain a Sub-Account with an associated Card and Wallet for their own use, and take all actions that an Authorized User is permitted to take with respect to that Sub-Account.
- Place limits on the use of any Sub-Account.
- View information about you, an Authorized User, and the Sub-Account they are authorized to access.

You authorize and direct us to share such information with each Co-Sponsor you designate. You may remove a Co-Sponsor from your Step Account for any reason. If you or we remove a Co-Sponsor or terminate a Co-Sponsor's Sub-Account for any reason, any funds remaining in the Co-Sponsor's Sub-Account at that time will be transferred back to the Master Wallet and you will be responsible for repaying all outstanding Step Card Balances on the Co-Sponsor's Card when due. If you have enrolled in Smart Pay, you authorize us to debit your Master Wallet for those amounts, in accordance with the Smart Pay Agreement. When you invite another person to be a Co-Sponsor, the designee must use the App to accept your invitation, create a profile and connect the profile with your Step Account, provide and verify certain identifying information, and agree to our terms and conditions. We reserve the right to reject or remove a Co-Sponsor at any time for any reason.

6. **Removing an Authorized User.** If you want to remove an Authorized User from your Step Account, you must contact us and request their removal. Authorized Users may remove themselves from your Step Account upon request. You also must immediately destroy all Cards in their possession, and cancel any arrangements, such as automatic or scheduled transactions they may have set up on your Step Account. We may also cancel or deactivate any Card or other Access Credentials or access device issued to or used by such Authorized User to access your Step Account. The Authorized User will be able to use your Step Account until we receive the request to remove the Authorized User from your Step Account and we have acted on your notice. During this time, you will still be responsible for all transactions the Authorized User makes using your Step Account. You will be responsible even if these transactions do not appear on or post to your Step Account until after you remove the Authorized User from the Step Account. We reserve the right to remove any Authorized User from your Step Account for any reason. When you or we remove an Authorized User for any reason, and based on the circumstances, we may revoke the Authorized User's Card, close any Sub-Account the Authorized User used, close your existing Step Account and issue a new Step Account with a new account number, issue you a new Card with a different number, and/or require you to change other Access Credentials. Any funds that remain in the Wallet associated with the closed Sub-Account will remain in your Deposit Account but will appear in the Master Wallet.

7. **Linking External Accounts.** You or an Authorized User may link your Step Account or a Sub-Account to an external bank account you or the Authorized User has with another financial institution in the U.S. or a U.S. territory where we offer the Step Account. We will call that other account a **Linked External Account**. You or the Authorized User can use your respective Linked External Accounts to transfer money to or from your Deposit Account or, in the case of

an Authorized User, the Sub-Account they are authorized to use. You may only use a Linked External Account that you own and link to the Step Account to make these transactions. We may also permit you to use a Linked External Account you own to make payments on any Card (or in the case of an Authorized User, a Card they are authorized to use), in our sole discretion. Any Linked External Account that is linked to your Step Account must be owned by you or an Authorized User and must be a personal account (not a business or commercial account) held at a U.S. financial institution. Any request to establish a Linked External Account is subject to our verification and approval. In our discretion, we may limit the number of Linked External Accounts linked to your Step Account at one time, block any transactions requested with your Linked External Account, or disconnect any Linked External Account. In order to link a Linked External Account to your Step Account, you or the Authorized User may be required to provide certain information about your Linked External Account to our service provider, Plaid, or its successor, and may be required to accept the service provider's additional terms and conditions in order to use this feature.

### III. CARD TERMS

*o This Section governs your use of each Card on your Step Account.*

A. **A Card is a credit card accesses a line of credit. It is not a debit card, and you do not access the money in your Deposit Account when you use a Card. All credit we extend to you is secured by your Deposit Account. If you do not pay us back for transactions you make with your Card(s) when your payments are due, we may exercise our Security Interest and withdraw the amount you owe us from your Deposit Account. You can lose the money in your Deposit Account. See the *Security Agreement*.**

1. **Using Your Card.** The following rules apply to your use of a Card:

- You must sign the Card when you receive it.
- You must return the Card to us or destroy it if we ask you to.
- You must take reasonable steps to prevent the unauthorized use of your Card.
- We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason.
- We may decline to authorize a transaction for any reason.
- We are not responsible for any losses you incur if we do not authorize a transaction.
- You must not use, or try to use, the Card for any illegal activity.
- We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

2. **Credit Limit and Available Credit.**

a) **Credit Limit.** We will assign a **Credit Limit** to your Card Account. A Credit Limit is the maximum amount of credit we may extend to you when you use your Card(s). The total outstanding unpaid balance you owe on all of your Cards associated with your Step Account (**Step Card Balance**) may never be greater than your Credit Limit. You are responsible for keeping track of your Step Card Balance.

b) **Spending Limit.** All transactions on your Card(s) are subject to the applicable Spending Limit. See Section II.A.6.

c) **Available Credit.** Your **Available Credit** is the amount of credit that is available for you to make transactions with your Card(s) at any given time. Your Available Credit is equal to the Available Balance in your Deposit Account, minus the Spent Money and any amount contributed to a Savings Goal in the same Sub-Account associated with the Card, up to your Credit Limit.

d) **Rules.** You can use the App or contact customer service to view your Step Card Balance, Spending Limit, and Available Credit at any time. While we do our best to provide the most up-to-date information about your Step Account, there may be some delay in reflecting new transactions, and we cannot guarantee the accuracy of this information in the App and by phone. You are responsible for keeping track of your Step Card Balance, Spending Limit, and Available Credit. Our general practice is to decline transactions that will cause you to exceed your Credit Limit, Spending Limit or Available Credit. If we do honor these transactions, you are responsible for paying us back in full immediately, and these limits will not increase. We may increase or decrease your Credit Limit, Spending Limit, or Available Credit at any time, in our sole discretion. We are not required to extend credit up to your maximum Credit Limit, if it would cause you to exceed your Available Credit or your Spending Limit.

3. **Virtual Card.** We may permit you to obtain a virtual Card in the App or in a third-party wallet service and use the virtual card to make transactions from time to time. Your use of a virtual Card is subject to additional terms and conditions which you must accept when you obtain or access a virtual Card. These additional terms and conditions are incorporated by reference herein. You may not be able to use a virtual Card at an ATM or any terminal that does not have the technology necessary to accept a virtual Card.

## B. Using Your Step Account

1. **Point of Sale Purchases.** You may use your Card to make purchases at points-of-sale.

2. **Cash Advances.** You may use your Card to obtain cash advances at ATMs. ***Obtaining a cash advance at an ATM is a loan and does not debit your Deposit Account. Interest, finance charges, and other fees may apply, as shown in the Truth in Lending Disclosure or any Fee Schedule we provide.***

3. **Using a PIN.** We may give you a personal identification number (**PIN**) that you or an Authorized User may use to make transactions on your Card. For security reasons, you or the Authorized User may have to provide the PIN before you are able to use the Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately.

4. **Rewards.** Your Card may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

5. **Authorized Users.** You are liable for all transactions made with your Card or Step Account, and all related fees or expenses incurred, by you, all Authorized Users, and any other

person that you or an Authorized User permits to use or have access to your Step Account, Card, or any other Access Credential.

6. **Lost or Stolen Card.** If your Card is lost or stolen or if you think someone else may be using your Step Account, Card, or Access Credentials without your permission, you must contact us immediately at 1-877-927-2562.

### C. **Interest and Fees**

1. **Interest and Fees.** We will charge interest and fees to as disclosed in the *Truth in Lending Disclosures* on Pages 1-2 of this Agreement, subsequent disclosures, Statements, any change in terms notices, and in the *Fee Schedule* provided with this Agreement. In general, interest begins to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions if you pay the total Step Card Balance you owe on your Step Account in full by the Due Date on your Statement each month. If you miss a required payment, make a late payment, or a payment is returned and you fail to successfully make the required payment by the Due Date, the Penalty APR may apply to your entire Step Card Balance (including amounts that are not past due), except for late fees, until you pay all overdue amounts, except as prohibited by law.

2. **Balance Computation Method.** For each Card associated with your Step Account, we figure the interest charge for each Cycle by applying the periodic rate to the “average daily balance (including new purchases)” on the Card. To get the “average daily balance,” we take the beginning balance on the Card each day of the Cycle, add any new purchases, cash advances, and/or fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the Cycle and divide the total by the number of days in the Cycle. This gives us the “average daily balance.” The interest charge calculated for each Card will be added to the balance on that Card, and to the total Step Card Balance for your Step Account, at the end of each Cycle.

3. **Late Payment Fee.** We may charge you a late payment fee if we do not receive your payment as instructed on your Statement by the Due Date. The amount of the late payment fee is set forth in the *Fee Schedule*.

4. **Returned Payment Fee.** We may charge you a returned payment fee each time your payment to us is returned unpaid for any reason. The amount of the returned payment fee is set forth in the *Fee Schedule*.

5. **Transactions Made in Foreign Currencies.** If you or an Authorized User make a transaction in a foreign currency, the payment network will convert it into a U.S. dollar amount. The payment network will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your Statement. We do not adjust the currency exchange rate or charge any currency conversion fees. Foreign transactions are subject to the Foreign Transaction Fee set forth in the Truth in Lending Disclosures.

6. **ATM Fees.** We do not charge a fee if you use an ATM to obtain a Cash Advance on your Card. However, an out-of-network third-party operator of the ATM may charge a fee for your

use of the ATM. This fee may be charged to your Card and access your line of credit. You are responsible for paying all such fees.

D. **Payments.**

1. **Your Promise to Pay.** You promise to pay us all amounts due on your Step Account by each Due Date set forth on your Statement. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting a physical Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Step Account, you are responsible for all transactions that person makes.

2. **Minimum Payment.** You must pay us the payment amount listed on your Statement by the Due Date. In addition to the payment, you may pay all or part of the total Step Card Balance. But, you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous Statement.

3. **Payment Methods.** Your payment must be made in U.S. dollars from a U.S. deposit account. You must use one of the following payment methods:

a) **Preauthorized Automatic Payments (“AutoPay”).** When you sign up, or by using the App, you or an Authorized User may elect to make payments for your respective Cards using AutoPay. Upon selecting AutoPay, you or your Authorized User authorize us to make recurring debits from your respective Deposit Accounts or ACH transfers from Linked External Accounts, on each Due Date, in the amount of the payment due (or another amount you select), as set forth on each Statement. You and the Authorized User also authorize us to debit or credit your selected payment method as needed to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.

b) **One-Time Transfer.** You or an Authorized User may use the App to authorize us to make a one-time transfer to us from your Deposit Account (or in the case of the Authorized User, their Wallet they are authorized to use) or ACH transfers from their Linked External Account on or before each Due Date. You and the Authorized User also authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.

- We may permit additional payment methods from time to time. We may reject any payment not made in accordance with this section.

4. **Effect of Payment on Spending Limit.** When we receive a payment and apply it to your Step Card Balance from a payment method other than a transfer from your Deposit Account or Wallet, your Spending Limit on your Step Account will increase in an amount equivalent to your payment. We may delay the change in your Spending Limit until we confirm that your payment has cleared. This may happen even if we credit your payment. If you have elected to make payments from the Deposit Account associated with your Card, your Deposit Account balance and your Spent Money will be reduced by the amount of your payment, and your Spending Limit on the Card will not increase.

5. **Payment Processing.** We may accept and process payments without losing any of our rights. If your payment is returned unpaid for any reason, you authorize us to re-initiate the payment you authorized up to two additional times. We also reserve the right to add the returned payment amount back to your Step Card Balance.

6. **How We Apply Your Payments.** Payments are first applied to any past-due amount (except late fees), then to your current minimum payment due. Payments in excess of your minimum payment due will be applied to any outstanding interest and fees, then the remainder your Step Card Balance. If you have more than one Sub-Account, and you have no past-due Step Card Balance, you may make a payment on one selected Sub-Account using your Deposit Account. If you do so, we may use any of the funds in the Deposit Account to complete the payment on any Card. However, our general practice will be to first use the funds in the Wallet belonging to the same Sub-Account you selected for payment. Payments will be applied to that Sub-Account in the posting order discussed above. If you do have any past-due Step Card Balance (other than late fees), any payment you make will first be applied to such past-due amounts, and any remaining amount will be applied to the remaining Step Card Balance in the Sub-Account you selected for payment. We may adjust your Step Card Balance, Deposit Account balance, or Spending Limit as reasonably necessary to correct errors, process returned and reversed payments, and similar issues.

7. **Credit Balances.** We may reject and return any payment that creates or adds to a credit balance on your Card. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your Statement to request a refund of any available credit balance greater than \$1.00.

E. **Your Card Billing Rights.**

***This section applies to billing errors with your Card. If you believe there is an error related to a transaction to or from your Deposit Account, please see the Electronic Fund Transfer Agreement.***

***This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.***

- **What To Do If You Find A Mistake On Your Statement.** If you think there is an error on your Statement, write to us at:

Step Mobile Inc.  
120 Hawthorne Ave.  
Palo Alto, CA 94301

You may also contact us on the Web: [support@step.com](mailto:support@step.com)

In your letter, give us the following information:

- **Step Account information:** Your name and Step Account number.
- **Dollar amount:** The dollar amount of the suspected error.

- **Description of Problem:** If you think there is an error on your Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your Statement.

To stop a scheduled payment on an amount you think is wrong, you must contact us at least three Business Days before the scheduled payment date.

You must notify us of any potential errors *in writing* or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Notice**

When we receive your notice, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your Statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your Step Card Balance.
- We can apply any unpaid amount against your Spending Limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent



without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

- **Your Rights If You Are Dissatisfied With Your Card Purchases.** If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your Card for the purchase. Purchases made with cash advances from an ATM do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically at the address listed above.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

- If we provide you a credit for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also: (a) give us any information about the disputed transaction, if we ask; (b) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (c) help us get reimbursement from others. If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

**No Warranties.** We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in this section and on your Statement.

**F. Step Account Default.**

1. **Events of Default.** Your Step Account will be in default if:



- You do not make a minimum payment when it is due;
- Any required payment you make is rejected, not paid or cannot be processed;
- You exceed your Credit Limit;
- You file or become the subject of a bankruptcy or insolvency proceeding;
- You are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- We determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
- You revoke your consent to receive records, disclosures, and other communications electronically;
- You do not comply with any term of this Agreement or any other agreement with us;
- You relocate outside the United States; or
- We receive a garnishment, attachment or other levy upon your Deposit Account, or the Deposit Account is subject to any other legal proceeding.

2. **Consequences of Default.** If you are in default, we may take certain actions with respect to your Step Account. For example, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- Close or suspend one or more of your Card(s), Deposit Account or your entire Step Account;
- Reduce your Credit Limit or Spending Limit;
- Demand that you immediately pay the Step Card Balance;
- Continue to charge you interest and fees (as set forth in the *Truth in Lending Disclosures*) as long as your Step Card Balance remains outstanding; and/or
- File a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

#### **IV. DEPOSIT ACCOUNT TERMS**

*o This section governs your use of your Deposit Account.*

##### **A. Deposits.**

1. **Limited Deposit Account Access.** Your Deposit Account is only accessible through the App on your mobile device. You may only make withdrawals and transactions from your Deposit Account by initiating permitted transactions on the App. You will not be able to make withdrawals or deposits on your Deposit Account at branch locations, by telephone, at the point of sale, or at ATMs. ***You may not use your Card to debit your Deposit Account.***

2. **FDIC Insurance.** Funds in your Deposit Account are insured by the Federal Deposit Insurance Corporation (**FDIC**) and backed by the full faith and credit of the United States, up to

the applicable limit. The amount of insurance coverage you have may depend on the balance in your Deposit Account and the ownership, type of, and balances held in any other accounts you have with us. For additional information, please visit the FDIC's website at [www.fdic.gov](http://www.fdic.gov).

3. **Deposit Requirements.** Deposits must be made in U.S. Dollars. Deposits made by ACH are subject to the *NACHA Operating Rules and Operating Guidelines* and the rules of any regional clearing houses we may use from time to time (collectively, the **ACH Rules**). Before final settlement of any deposit, we act only as your agent. We will give only provisional credit until collection is final for any items we accept for deposit (including items drawn "on us"). You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond an applicable deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We will treat and record all transactions received after the Cutoff Time (defined below) on a Business Day we are open, or received on a day we are not open for business, as if initiated on the next Business Day that we are open. At our option, we may take an item for collection rather than for deposit.

4. **Permitted Deposits.** Deposits to your Deposit Account may be made using one of the following payment methods:

- **External Debit Card.** You may use the App to authorize us to charge a debit card issued by an external U.S. bank and deposit the funds in your Deposit Account. You are responsible for any fees charged by the issuing bank for using your debit card.
- **Linked External Account.** You and any Authorized User may authorize us to initiate ACH transfers from a Linked External Account to your Deposit Account or a Wallet. Use the App to set up, review, change or cancel your scheduled transfers.
- **Person-to-Person Transfer with Step Users.** You can receive transfers to your Deposit Account initiated by another Step user, using the person-to-person transfer services (**P2P Transfer**) provided in the App pursuant to Section IV.D below.
- **Cash Deposit at Retailer.** You or an Authorized User may load funds into your Deposit Account by tendering cash at a retailer participating in the Vanilla Direct network that supports Step Accounts. When you or an Authorized User presents cash for deposit to a participating retailer, use the App to present a barcode to a participating retailer. An Authorized User may only make a cash deposit into the Wallet that they are authorized to use. There are limits on the amount and frequency of deposits you may make using this method, and we reserve the right to make changes to such limits as needed. Security and fraud screenings may delay the availability of your deposit. See <https://help.step.com/en/articles/4724534-are-there-limits-to-how-much-i-can-withdraw-deposit-and-send> and Section 2.A.9 for more information about the current limits. You agree to the VanillaDirect Barcode Payment Service Terms and Conditions, available at <https://pay.vanilladirect.com/terms>, which are incorporated herein by reference. Cash deposits may only be made to your Step Account by you or an Authorized User. You understand and agree that cash transactions are not subject to certain consumer and fraud protections afforded to electronic transactions and fraudulent transactions or errors may result in a loss of your funds. You may find a

participating retail location in the App. Subject to availability. Participating retail locations may change.

- **Direct Deposit.** You can direct a third party, such as an employer, to electronically deposit your paycheck, retirement benefits, or other income to your Deposit Account by ACH or wire transfer. Direct deposits may not be initiated in the App.
- **Mobile Check Deposit.** You or an Authorized User may load funds into your Deposit Account by submitting an electronic image of a paper check ("Mobile Check") using a "Mobile Check Deposit" feature within the App, when available. You must provide all the requested permissions for the App to be able to capture images and to create and transmit the Mobile Check.
- **Other.** We may permit you to make deposits by other means we make available from time to time.

5. **Rules for Mobile Check Deposit.** We may accept a check for deposit to your Deposit Account that is payable to you or any Authorized User of your Step Account. You must correctly identify the Sub-Account to which you want to deposit the check. If your Authorized User deposits the check, we will deposit the check to the Sub-Account that the Authorized User is authorized to access. We reserve the right to decline acceptance of a Mobile Check, at our discretion. We cannot guarantee that checks you ask us to deposit are valid, and we may return or reverse a deposit we later learn is fraudulent, counterfeit or otherwise invalid. Even if we accept your Mobile Check within the App, we reserve the right to decline acceptance at a later time, so it is important that you retain your original paper check in a secure location for at least forty-five (45) days. You must destroy the original paper check after forty-five (45) days and no later than sixty (60) days, unless we have contacted you about our ability to accept the Mobile Check and requested that you retain the check for a longer period of time.

You agree to restrictively endorse any check you deposit as "FOR MOBILE DEPOSIT ONLY, TO EVOLVE BANK & TRUST" and with your signature. You must endorse checks in the designated area or the area that extends 1 ½ inches from the trailing edge of the back of the check. After you receive confirmation from us that we have received the image of the check, you agree to mark the front of the item as "VOID" to ensure it is not re-presented for payment. We may endorse and collect checks deposited to your Deposit Account without your endorsement, but we may require your personal endorsement, and the personal endorsement of any other person to whom the check is payable, prior to accepting a check for deposit. We may, but are not required to, refuse to deposit any check that bears the endorsement of any other person, or any nonconforming endorsement, we are not required to comply with any other instructions or conditions written on the check, and you agree to hold us harmless from any loss, delay, claim or damage which may result. We may require verification of any endorsement.

- When we accept a check for deposit to your Deposit Account, we are acting as your agent in collecting the check and we are not responsible if the check is lost or delayed in the collection process. If a check is lost during the collection process, or if we receive a returned

check, a copy of a returned check, or other notice that a check you deposited is returned, we may charge your Deposit Account for the amount of the check, even if this causes a negative balance in your Deposit Account or any Wallet. We reserve the right to charge a Returned Item Fee for any check that is returned unpaid for any reason. By depositing a check (including any remotely created check), you warrant and guarantee that the check is authorized according to the terms on its face by the person identified as the drawer. You agree to indemnify us from all loss, expense, and liability related to a claim that such check was not authorized by the person(s) on whose account it was drawn. We may reject the deposit of any check that is not drawn on a U.S. financial institution or denominated in any currency other than U.S. dollars.

You agree that the image you submit of any check you attempt to deposit will be legible. You agree that we may use the amount shown on the check image or otherwise specified by you to determine the amount of the check, and we may provisionally credit your Deposit Account for that amount. This amount is subject to our subsequent verification and we may adjust your account for any errors.

You agree that you will not deposit or attempt to deposit any ineligible item, as described below in Section IV.A.6. If you do, you agree to reimburse us for all claims, losses, costs and damages we incur because the check or other item does not meet applicable standards or causes duplicate payments.

We will use reasonable efforts to make the mobile check deposit service available for your use in the App, but we will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur from this service.

6. **Ineligible Items for Deposit.** You agree that you will not deposit or attempt to deposit the following types of checks or other items, each of which are ineligible for deposit to your Step Account:

- A third-party check that is made payable to another party and then endorsed to you
- A check payable to two or more persons jointly
- An item that contains evidence of alteration or fraud
- An item with respect to which you are aware of any facts or circumstances that may impair the collectability of the item
- A substitute check or check previously converted to a substitute check
- A check payable on sight or draft
- An item that is drawn on a foreign financial institution or which is denominated in foreign currency
- A remotely created check
- An expired, post-dated, or stale-dated check
- A check that is marked “non-negotiable”
- An item that has been re-deposited or returned for any reason
- An item that is incomplete or contains blank or invalid fields
- A duplicate item
- Travelers checks and savings bonds

- An image of a check that does not comply with the requirements established from time to time by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve Board, the rules of any clearing house, or applicable law.
- Cash

7. **Representations and Warranties for Mobile Check Deposits.** By depositing or attempting to deposit any check using the Mobile Check Deposit feature, you represent, warrant, and covenant to us that:

- Each image of a check transmitted to us is a true and accurate depiction of the front and back of the original check, without any alteration, and the drawer of the check has no defense against the payment of the check.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or any other person or payment, and will not cause the same drawer’s account to be debited twice.
- The amount, payee, drawer, paying bank, MICR (magnetic ink character recognition), signatures, and endorsement on the original check are legible, genuine, and accurate.
- Other than the digital image of an original check that you remotely deposit through the Mobile Check Deposit service in the App, there is no other duplicate image of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check, and to the payee stated on the original check.
- You have not knowingly failed to communicate any material information to us
- You will retain possession of each original check deposited using the Mobile Check Deposit service for at least two weeks, or such other time period we request, and neither you nor any other party will submit the original check for payment.
- You will not use the Mobile Check Deposit service for any illegal activity.
- Files and images transmitted to us will contain no viruses or any features that may have an adverse impact on our network, data, or related systems.
- You will notify us of any suspected errors regarding items deposited through the Mobile Check Deposit Service immediately, and in no event later than sixty (60) days after the Statement on which the deposit first appears is sent. Unless you notify the bank within sixty (60) days, the Statement will be deemed correct and you are prohibited from bringing a claim against the Bank for the alleged error unless required by law.
- You accept the risk that a check or image may be intercepted or misdirected during transmission and we bear no liability.
- You agree to cooperate with any investigation of the validity of any item you present for deposit and provide all documents we request.

A breach of any of these representations, warranties, or covenants is ground for the immediate termination of your access to the Mobile Check Deposit service, refusal to

deposit any item that would cause such a breach, an immediate reversal of a transaction or credit to your Step Account, and any other action we deem appropriate, subject to applicable law.

8. **Early Access to Direct Deposits.** At our sole discretion, we may make funds available for certain direct deposits (for example, payroll payments) as soon as the payor notifies us that the payment has been initiated. This means we can make your money available to you up to 2 days before we receive the funds from the payor and would otherwise make them available to you. Even after we have made funds available to you and you have withdrawn the funds, you remain responsible if any deposit to your account is returned, rejected or otherwise uncollected. We cannot guarantee you early access to any direct deposit. Early access to a direct deposit does not guarantee early access to any subsequent direct deposit. Availability of this benefit may change between your pay periods. Eligibility of each direct deposit for early access is established by us in sole discretion and we reserve the right to refuse to provide early access to any direct deposit for any reason. For example, eligibility may be dependent on our fraud and risk criteria, the timing of your payor's initiation of the payment, the time when we receive notice that your payor has initiated a payment, and other restrictions, such as transaction limits on your Step Account. These limitations may be based on our confidential fraud and security controls that are essential to our management of risk and the protection of your Step Account, and may be modified at our sole discretion without notice to you. Any direct deposit that is not made available early will otherwise be made available according to our Funds Availability Policy.

9. **Deposit Records and Receipts.** We and our service providers may rely on the account number on any record of a deposit you make, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. You may use the App or call us to confirm that we have received a deposit. If you make a deposit, we may provide a confirmation of your deposit, but the amount on your deposit confirmation may not reflect the amount of funds we actually receive. We may confirm the funds you deposit and, after review, may adjust your Deposit Account for any errors including any errors on your deposit request or similar records. If we give you a confirmation for a deposit that you then cancel, the confirmation is void and you may not claim those funds.

10. **Our Right to Refuse Deposits.** We may refuse a deposit, or part of a deposit, at any time. We also may refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you or an Authorized User have already made.

11. **When You Can Withdraw Funds You Have Deposited.** Please see the Funds Availability Policy for information about when deposited funds will be available for withdrawal. If funds from a deposit become available, that does not mean the item deposited is "good," has "cleared," or has been paid by the paying bank. It is possible that the item will be returned unpaid months after we have made the funds available and you or an Authorized User has withdrawn them.

12. **Our Right to Charge Back Deposited or Cashed Items.** If you or an Authorized User makes a deposit and (a) the sending bank returns it to us unpaid; (b) the sending bank

demands that we repay them because the deposit was unauthorized; or (c) the sending bank or the originator of a transfer demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your balance in the Deposit Account. If we have reason to believe that any of the events in the previous sentence has occurred or may occur or that the item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a bank-managed administrative account until we determine who is entitled to them.

13. **All Deposits Are Credited Subject to Final Settlement in Cash or Credits.** We have the right to forward all deposited items to correspondents including all Federal Reserve Banks, and we will not be liable for default or neglect of any correspondents for loss in transit, and no correspondent will be liable except for its own negligence. You specifically authorize us or our correspondents including the Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

- If we permit you or an Authorized User to withdraw funds from your Deposit Account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your Deposit Account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We will not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

14. **Savings Goals.** You or any Authorized User may use the App to set up a goal to save a certain amount of money for a designated purpose (**Savings Goal**) in any Wallet. Once a Savings Goal is set up, you or the Authorized User of that Wallet may contribute money from that Wallet to the Savings Goal. The money in any Wallet that has been contributed to the Savings Goal will be set aside, and will not be available for withdrawal or spending until you tell us to remove those funds from your Savings Goal. In addition, the funds in any Wallet that you have contributed to a Savings Goal will be subtracted from the Spending Limit applicable to that Sub-Account and the Available Credit on the Card associated with the same Sub-Account. See Section II.A.6 for more information about how your Savings Goal is used to calculate your Spending Limits and Section III.A.2 for more information about how your Savings Goal is used to calculate your Available Credit. We may limit the number of Savings Goals that you may establish in connection with your Step Account or any Wallet.

## B. **Withdrawals and Transfers**

1. **Available Balance.** You may withdraw or transfer all or any part of the Available Balance in your Deposit Account at any time, provided that the withdrawal will not cause you to exceed the Spending Limit(s) and any other limitations in this Agreement or limits you set on the Deposit Account or Wallet by using the App. We determine your **Available Balance** by taking your previous day's balance, plus any pending transactions that credit your Deposit

Account (excluding pending returns), such as ACH direct deposits, and subtracting (a) pending charges such as, electronic payments, according to the Processing Order (defined in Section IV.B.9 below) (b) amount of deposits that are not yet available for withdrawal under our Funds Availability Policy, and (c) any holds on your balance, such as holds on funds to comply with court orders or other legal requirements, or as authorized by the Security Agreement. We reserve the right to use a different method in certain states if required by law. Any portion of your Available Balance which has been contributed to a Savings Goal is not available for withdrawal unless you first remove those funds from the Savings Goal. We may permit Authorized Users to withdraw only the portion of the Available Balance which is designated to the Sub-Account(s) they are authorized to use. However, we are not required to do so unless required by applicable law.

2. **Withdrawal Rules.** When you or an Authorized User initiates a withdrawal of funds from your Deposit Account, you authorize us to make the transaction selected. Withdrawals may be made in U.S. dollars by using the App to authorize a transfer of funds to a Linked External Account, to make payments on your Card, to make a P2P transfer to another Step user, or to make a transfer to another type of account or payee we may permit from time to time. Withdrawals to a Linked External Account and P2P transfers are processed as ACH transactions. Please see the *Electronic Fund Transfer Agreement* for more information.

- We may subtract from your Deposit Account balance the amount of any withdrawal, P2P Transfer, or other debit transaction that you, or any Authorized User, or person you or an Authorized User authorized, initiated or approved. We may require you or any person you authorize to provide us with identification, documentation or information that is acceptable to us before allowing the transaction. You may not make or authorize any withdrawal in an amount that exceeds the applicable Spending Limit. We may refuse to permit Authorized Users to make any withdrawal in an amount that exceeds the Spending Limit applicable to the Sub-Accounts they are authorized to use. We may refuse any withdrawal or transfer request by any method on forms not approved by us, or that we do not specifically permit for your Deposit Account, or that does not include all information we require, or that is greater in number than the frequency permitted, or which is greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on your Deposit Account until your identity is verified. We reserve the right to establish (and change) maximum dollar limits for withdrawal transactions from time to time. Even if we honor a nonconforming request, we are not required to do so later.

If you have one or more Sub-Accounts, you may select the Sub-Account from which you would like to withdraw funds. An Authorized User may withdraw funds only from the Sub-Account they are authorized to use. The withdrawal will reduce the Available Balance in the Wallet of that Sub-Account.



3. **Cutoff Time.** Online requests to transfer funds to or from your Deposit Account must be received by us by 2:00 PM Eastern Time on a Business Day to be initiated on that Business Day. Online transfer requests received by us after 2:00 PM Eastern Time or on a day that is not a Business Day generally will be initiated on the next Business Day.

4. **Right to Require Advance Notice of Withdrawals.** We reserve the right to require seven days' notice in writing before each withdrawal.

5. **Account Numbers on Fund Transfers.** If you or any Authorized User instructs us to send a fund transfer, such as an ACH transfer, we, our service providers, and every other bank involved in the transfer may rely on any bank number or account number you provide. If the fund transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the fund transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

6. **Withdrawal Authority.** Any person who signs to open your Deposit Account or has authority to make withdrawals (including Authorized Users) may, acting alone, withdraw or transfer all or any part of your Deposit Account balance at any time, subject to the limits set forth in this Agreement. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to your Deposit Account or any other transaction with us.

7. **Rules for ACH Transfers.** This Agreement is subject to Article 4A of the *Uniform Commercial Code – Fund Transfers*, as adopted in the state in which you have your Deposit Account with us. If you originate a fund transfer and you or an Authorized User identifies by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules, such as the NACHA Rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the *Uniform Commercial Code*. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Deposit Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit your Deposit Account, we are not required to give you any notice of the payment order or credit.

8. **Multiple Signatures.** We are not required to comply with any multiple-signature requirement, even if you have otherwise instructed us to do so.

9. **Processing Order.** The following **Processing Order** dictates the order in which we will process your transactions on your Deposit Account each Business Day. All credit transactions are processed first. Debits or withdrawals (such as ACH transactions) will be processed in the order in which they are received by us. The processing order of these items is important because if there is not enough money in your Deposit Account to pay for the items in the order

they are processed in accordance with the processing order, we may decline the transaction, or it may cause an overdraft on your Deposit Account.

### C. **Overdrafts**

1. **Overdrafts.** Our general practice is to decline to pay any transaction that would cause an overdraft on your Deposit Account (*i.e.*, your Available Balance or ledger balance in your Deposit Account or a Wallet is less than the amount of that item plus all other items received but not yet paid) (**Overdraft**), or would cause a negative Available Balance or ledger balance in any Wallet. Even if we have paid these items before, we are not required to do it in the future. We can change our practice of paying these items on your Deposit Account without notice to you. We may determine the amount of Available Balance for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. This may not occur until the merchant presents the transaction for payment, which may be several days after you authorize a transaction. We need only look at your Available Balance in your Step Account or any Wallet once to decide if the item would cause an Overdraft or negative Available Balance in any Wallet, but if we choose to make a subsequent determination, the Available Balance at the subsequent time will determine whether there are insufficient available funds. It is your responsibility to avoid overdrawing your Deposit Account and maintain an Available Balance of at least \$0.00 in each Wallet in your Step Account.

2. **Overdraft Fees.** You agree that we may charge fees for Overdrafts as set forth in the *Fee Schedule*.

3. **Your Responsibility to Pay Overdrafts.** You are liable for any Deposit Account or Wallet shortage resulting from charges or Overdrafts, whether caused by you, an Authorized User, or any another person to whom you provide access to your Step Account. If we pay a transaction that causes an Overdraft or negative Available Balance in a Wallet, you must immediately pay the amount of any Overdraft and restore the Available Balance of all Wallets to at least \$0.00. You have no right to defer such payments, and you are liable regardless of whether you signed the item or benefitted from the charge or Overdraft. If you fail to pay an Overdraft, we also may report you to consumer reporting agencies, close your Step Account, or both. This could affect your ability to open accounts with us or other banks in the future. We may also apply funds in your Deposit Account to cure a negative Available Balance in any Wallet. You authorize us to use the money from any subsequent deposits to your Deposit Account to pay any Overdraft or apply the deposit to cure a negative Available Balance in any Wallet. Subsequent deposits include any federal or state benefit payments that you choose to deposit in your Deposit Account (including direct deposit of Social Security benefits), unless prohibited by law. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions at any time. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

4. **Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Deposit Account. For example, if you authorize a transaction and it is returned unpaid or we

receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

D. **Person to Person Transfers.** You and your Authorized Users may use your Step Account to make person-to-person transfers (**P2P Transfers**) to other Step users.

1. **Payment Authorization.** When you or an Authorized User authorizes a P2P Transfer, you authorize us to debit your Deposit Account for the amount you request to send, plus applicable fees if any, on or after the date of your authorization. If you or an Authorized User uses a Sub-Account to make a P2P Transfer, we will reduce the Available Balance in the associated Wallet by the amount of the P2P Transfer (plus fees, if any). We will send that amount (less fees, if any) to your designated recipient. By authorizing a P2P Transfer, you also authorize us to initiate any other transactions necessary to correct errors or reverse payments that are rejected or returned. You may not use an external bank account or any other payment method to fund a P2P Transfer. You are solely responsible for ensuring you have a sufficient Available Balance in your Deposit Account necessary to complete any payments initiated through the P2P Transfer service, and that the transaction will not cause you to exceed any Spending Limit. You agree to reimburse us for any fees, costs, or expenses we incur as a result of insufficient or unavailable funds in connection with any P2P Transfer you initiate.

2. **Restrictions on P2P Transfers to Step Users Without Step Account.** If you or an Authorized User sends a P2P Transfer to a recipient who does not have a Step Account, you authorize us to hold the funds you send on behalf of your recipient, and we will issue promotional credit (**Credit**) to the recipient in lieu of cash. You understand that the recipient cannot redeem the Credit for cash unless and until the recipient opens a Step Account. To send a P2P Transfer, you or the Authorized User must provide the recipient's valid mobile telephone number, which is capable of receiving SMS or "text messages." If the recipient does not have a user name or log-in for Step (**User Account**), the recipient will receive an SMS message notifying them of your P2P Transfer, with instructions for opening a User Account or Step Account and claiming the Credit. Once the recipient has a User Account, the recipient will receive Credit in the amount of the P2P Transfer sent from your Step Account. A User Account is not a Step Account and your recipient may not use a User Account to redeem the Credit for cash. If the recipient opens a Step Account, the Credit will be automatically redeemed for cash and deposited in their Step Account. Credit has no cash value until and unless we redeem the Credit for cash, and credit it to a Deposit Account. Credit is issued solely for promotional purposes and is not FDIC-insured. Credit expires 5 years after the date it is issued, if it is not used or redeemed for cash. If the recipient fails to claim the Credit or their User Account is inactive for an extended period of time, it may be deemed "unclaimed" or "abandoned" under applicable state law. See Section 5 of the Step Mobile, Inc. Terms of Service for more information.

3. **Transaction Limits.** You and any Authorized User may not make P2P Transfers that would cause you to exceed any transaction limits set forth in provision of this Agreement, including, but not limited to the Spending Limit applicable to your Deposit Account and any Sub-Account. We may reject or reverse any transaction that would cause you or the recipient of the P2P Transfer to exceed limits applicable to their Step Account or User Account, or if we determine in our sole discretion that the P2P Transfer was invalid for any reason. The P2P Transfer service may not be used to conduct business, commercial or merchant transactions.

We reserve the right to change these transaction limitations at any time, in our sole discretion, with or without notice to you, unless required by law.

4. **Stop Payment.** All P2P Transfer requests may be processed as soon as we receive them, and we may be unable to stop the P2P Transfer. Our ability to stop a P2P Transfer once you have initiated it will depend on when you notify us of your desire to stop the transaction, and whether we have begun to process the P2P Transfer or have a reasonable opportunity to act on your request to stop the payment.

5. **Refunds, Reversals and Chargebacks.** P2P Transfers may be invalidated or reversed by us if, among other reasons, we send cash or Credit to you or your recipient in error, the funding transaction is declined or reversed, the P2P Transfer was unauthorized or unfunded, or the P2P Transfer was made for activities or reasons that violate this Agreement, the Step Mobile, Inc. Terms of Service or any other agreement you have with us. If a P2P Transfer is invalidated for any reason, you may be liable to us for the full amount of the P2P Transfer, and we may recover the amount of the P2P Transfer (plus applicable fees, if any) from you. We may recover the amount of the P2P Transfer from the sender or recipient of the P2P Transfer in our sole discretion (subject to applicable law). When recovering the amount of an invalidated P2P Transfer from you, we may apply any funds sent to you in a subsequent P2P Transfer, from your Deposit Account or any incoming deposit to your Deposit Account, engage in collection efforts to recover such amounts from you, place a limitation or restriction on your Step Account, or take any other action authorized by this Agreement, Step Mobile, Inc. Terms of Service or any other agreement you have with us.

6. **P2P Public Profile.** You and each Authorized User may create a profile that is viewable and searchable by others in order to make P2P Transfers. The profile may include a picture, personal information, and transaction information. You are responsible for the content that you and each Authorized User uploads or adds to the profile. The content that you and each Authorized User uploads or adds to the profile will be used, shared, and stored in accordance with this Privacy Policy.

7. **P2P Requests.** You or an Authorized User may use the P2P Transfer service to request payments from your friends and family. When you do so, the App will automatically generate a draft text message on your smartphone's texting feature, to send to the intended recipient. The text message will contain a unique link which the recipient can use to access a payments portal and make a payment to your Deposit Account or Sub-Account, using an accepted payment method. The App does not automatically send the text message, and requires the person making the request to send the auto-generated message, using the recipient's valid mobile phone number. The message may be edited, but the unique link may not be changed. If the person who receives the request successfully makes a payment using the unique link, the amount of the payment received will be deposited as cash into your Deposit Account or the Sub-Account of the Authorized User who made the request, less applicable fees, if any. The recipient of the message is not required to respond to the request for payment, may choose to send a different amount of money than the amount requested, or choose not to respond or send you any money. **YOU MAY NEVER REQUEST A PAYMENT FROM ANYONE YOU DO NOT KNOW PERSONALLY OR MAKE ANY UNSOLICITED REQUESTS FOR MONEY. DO**

**NOT REQUEST PAYMENT FROM A MINOR.** Your mobile or data carrier may charge a fee to send and receive these text messages. We are not responsible for these fees.

8. **Other Restrictions.** The P2P Transfer service is subject to all other terms and restrictions set forth in Section 5 of the Step Mobile, Inc. Terms of Service, which are incorporated herein by reference. In the event of a conflict between the Terms of Service and this Agreement, this Agreement shall control.

## **V.ADDITIONAL TERMS**

***This section applies to all features of your Step Account.***

### **A. Communications, Statements, Notices of Errors, and Other Notices**

1. **Delivery of Notices.** You agree that we and our service providers may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your Step Account. Any legal disclosures, notices and communications and other Step Account-related correspondence that we mail to you will be sent via U.S. Mail to the last mailing address shown in our records for your Step Account. Notices will be deemed to have been delivered on the day we mailed it to you, or made it available electronically. We are not responsible for items lost in, or not delivered by, mail or e-mail. Some notices may only be available electronically or in paper form. Notice to any owner of your Step Account is notice to all owners and Authorized Users.

2. **Notices You Send Us.** Any written notice you give us is effective after we actually receive and act on it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the item, including the item number, amount, date and payee.

3. **Electronic Communication.** Your Step Account is an electronic account. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your Step Account to that address. You may be required to agree to communicate with us by electronic means in order to open a Step Account. If you revoke your consent to electronic communications, we may declare you to be in default of this Agreement (see Section III.F.1), close your Step Account or take other actions described in Section III.F.2 of this Agreement and the Electronic Communication Agreement.

4. **Telephone Communication.** We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. When you give us your mobile number, we have your permission to contact you at that number about all of your Evolve accounts. Your consent allows us and our service providers to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. This communication may include contact from companies working on our behalf to service your

Step Account. Message and data rates may apply. You may change these preferences by calling 1-877-927-2562 or emailing support@step.com.

5. **Change in Contact Information.** We require you to provide an e-mail address, mobile telephone number, and physical street address if your mailing address is a P.O. box. You are responsible for promptly notifying us of any change to any such contact information or your name. In some instances, we may request additional information for verification purposes. Any notice we mail to you (or email to you if you have told us to communicate with you electronically) will be binding when sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service (**USPS**) or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address. Even if you elected to receive electronic communications from us, there may still be some legal information that we need to send you via the USPS.

6. **Communications Equipment and Services.** You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment and services needed to access and use your Step Account online; view, save and/or print your Step Account documents online; receive any messages or documents you have consented to receive electronically; and for paying all related charges. We are not required to act on any instruction or message from you provided by fax, SMS/text, or telephone voice mail, message service or answering machine. Whenever this Agreement or applicable law requires or allows you to give us written notice, we will not consider SMS/text or fax to be written notice.

## B. **Closing and Restricting Your Step Account.**

1. **You May Close Your Step Account.** You may request to close your Step Account at any time for any reason. However, we are not required to close your Step Account at your request if you have pending transactions, your Deposit Account is overdrawn, your Deposit Account balance is securing an outstanding Step Card Balance, or your Deposit Account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order) or fraud investigation. In those cases, we will restrict your Step Account against all future withdrawals and other transactions, other than under legal process, until pending transactions are paid or returned, the balance on your Deposit Account is no longer negative, there is no outstanding Step Card Balance on any of your Card(s), all investigations have been successfully completed to our satisfaction with no adverse findings, and any legal restriction on your Step Account has been released.

2. **We May Close Your Step Account.** We may also close your Step Account at any time, for any reason or no reason, with or without prior notice to you. We will have no liability for any action we take under this section

3. **Rules for Closing Your Step Account.** We may restrict your Step Account in preparation for closing. As we do so, we will not pay any interest on your Deposit Account, and we may limit deposits to, or withdrawals from, your Deposit Account. We may prohibit further transactions on your Card(s). Items presented for payment may be dishonored. When you close your Step Account, you are responsible for leaving enough money in your Deposit Account to

cover any outstanding items to be paid from your Deposit Account. We may send you written notice that we have closed your Step Account. We will return the Available Balance in your Deposit Account less any outstanding unpaid Step Card Balance, fees, claims, setoffs or other amounts you owe us, either electronically to a Linked External Account or by check sent to you by mail. This Agreement will survive the closing of your Step Account and you are still responsible for obligations incurred prior to or in connection with the closing of your Step Account. After your Step Account is closed, we have no obligation to accept deposits or pay any outstanding transaction requests, but we may reopen your Deposit Account if we receive a deposit. This Agreement will survive the closing of your Step Account and you are still responsible for obligations incurred prior to or in connection with the closing of your Step Account.

4. **Restricting Your Step Account; Blocking and Delaying Transactions.** There are many reasons we may decline or prevent transactions to or from your Step Account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your Step Account in our sole discretion, as permitted by applicable law. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Deposit Account, or we may remove funds from your Deposit Account to hold them pending investigation, including in one or more of the following circumstances:

- You maintain your Deposit Account at zero balance for at least 180 days;
- You reside in or relocate outside of the U.S. or any U.S. territory where we offer the Step Account;
- You attempt to use your Step Account for business purposes;
- Your Step Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Step Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity, including violations of anti-money laundering laws and regulations, or may be fraudulent;
- We are complying in our sole judgment with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

C. **Other Account Terms**



1. **Security.** It is your responsibility to protect the devices on which you or any Authorized User accesses your Step Account, your Card(s), the username, password, biometrics or other data you use to log into the App (**Access Credentials**). Do not share this information with anyone. If you give another person permission to use this information, you may be held fully liable for any transactions they make with your Step Account, even if that person exceeded the authority you gave them. Please notify us immediately if you believe your Step Account has been accessed without your permission. See the *Electronic Fund Transfer Agreement* and Section III.E of this Agreement for more information about your rights and responsibility in the event of unauthorized use of your Step Account.

2. **Assignment of Agreement and Successors.** You may not assign or transfer any interest in your Step Account unless we agree in writing. Any permitted assignment of your Step Account is subject to our setoff rights. This Agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns.

3. **Power of Attorney.** A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding your Step Account, including withdrawing or spending all of the money in your Deposit Account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your Step Account, unless applicable law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of a Step Account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority you have given them.

4. **Death or Incompetence.** You agree to notify us promptly if any person with a right to use your Step Account dies or is adjudicated incompetent. We may continue to honor your transactions and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify transactions made on or before the date of death or adjudication of incompetence for up to 10 days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the Step Account.

5. **No Waiver.** If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

6. **Headings and Rules of Construction.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.

7. **Changes to this Agreement.** We may change the terms and conditions of this Agreement, including fees and features of your Step Account, at any time. We will notify you in



advance of any such change when required by applicable law. If we have notified you of a change to this Agreement and you continue to use your Step Account after the effective date of the change, you have agreed to the change. Notices will be made available on our App and website, or delivered electronically using the most recent contact information we have on file for you.

8. **Legal Actions Affecting Your Step Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Step Account (**Legal Action**), we will comply with that Legal Action. Or, in our discretion, we may freeze the assets in your Deposit Account and not allow any payments out of your Deposit Account, or use of the Card(s) for obligations secured by your Deposit Account, until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of your funds in your Deposit Account. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Deposit Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including attorneys' fees and our internal expenses) may be charged against your Step Account. The *Fee Schedule* may specify additional fees that we may charge for certain legal actions.

9. **Illegal Activities.** You agree not to use your Step Account or permit anyone else to use your Step Account for any illegal activity. We may refuse any gambling transaction, whether lawful or not.

10. **Inactive and Unclaimed Accounts.** Each state has laws that govern when accounts are considered inactive or abandoned, and when we are required to send a customer's funds to the state. We encourage you to make sure your Step Account remains active by signing in to the App or making transactions. After a specified period of time determined by the law of the state of your residence (as shown in our records), if we are not able to locate you, we will be required to deliver your Deposit Account to the state as abandoned property. You will then need to apply to the state for return of your funds. If your Step Account is or has been inactive, we may, in our discretion, refuse to honor requests for withdrawals or other transactions on your Step Account until after we have verified that you have authorized the request.

11. **Reporting to Consumer Reporting Agency; Disputes.** At our option, we may report information about you or your Step Account and your performance under this Agreement to a consumer reporting agency. We may permit you to opt in or opt out of this reporting. If you believe that we have reported inaccurate or incomplete information about your Step Account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to us at Support@step.com. Provide your name, address and phone number; your Step Account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

12. **Rules Governing Your Step Account.** Except as otherwise provided in the *Arbitration Agreement*, this Agreement and your Step Account are subject to applicable federal laws, the laws of the State of Tennessee without regard to internal principles of conflicts of law, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment

processing system rules (except to the extent that this Agreement can and does vary such rules or laws). Changes in these laws may change the terms and conditions of your Step Account. We will notify you of any changes as required by law. Except as otherwise provided in the *Arbitration Agreement*, if any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. If this Agreement conflicts with any statements made by one of our employees or by a third-party service provider, this Agreement will govern.

13. **Fees.** You agree to the terms of this Agreement and the *Fee Schedule*. You authorize us to deduct these charges, without notice to you, directly from the balance of your Deposit Account as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

14. **Attorneys' Fees Resulting from Collection or Dispute.** You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Step Account. This includes you and any Authorized User(s); or a third party claiming an interest in your Step Account. This also includes any action that you or a third party takes regarding the Step Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your Deposit Account balance when they are incurred, without notice to you.

15. **Limitation of Liability.** You agree that we, our service providers, agents, officers, directors, and employees (and the same of our service providers, subsidiaries and affiliates themselves) (collectively, the **Indemnified Parties**) will not be liable for anything we do when following your instructions, including the instructions of any Authorized User. In addition, the Indemnified Parties will not be liable if any such Indemnified Party does not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. To the extent you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed \$500, except as otherwise required by applicable law. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. This section will survive termination of your Step Account and termination of this Agreement.

16. **Indemnification.** You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by any Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety

bond or an indemnity agreement in a form that is satisfactory to us. This section will survive termination of your Step Account and termination of this Agreement.

17. **Filing a Lawsuit or Arbitration.** You must file any lawsuit or arbitration against the Indemnified Parties within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws. We abide by applicable federal and state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us or another Indemnified Party must be brought within the period that the law requires us to preserve records, unless applicable law or this Agreement provides a shorter limitation period or applicable law requires a longer limitation period. This section is subject to Section V.C.22, which may require you to submit your claims to arbitration. This section will survive termination of your Step Account and termination of this Agreement. ***YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR ANY OTHER INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.***

18. **Location of Legal Proceedings.** If you file any lawsuit or other legal proceeding against an Indemnified Party that is connected in any way to your Step Account or services, you agree to do so in an appropriate court in the State of Tennessee. If we file any lawsuit or legal proceeding that is connected in any way to your Step Account or this Agreement, you consent to jurisdiction and venue in an appropriate court in the State of Tennessee. If any party chooses to have disputes resolved by arbitration, the *Arbitration Agreement* governs the process and location of the arbitration proceedings.

19. **Pre-Judgment Interest Rate.** If either you or we are awarded a judgment against the other in connection with your Step Account, the rate of interest earned before judgment on the judgment amount will be the rate of interest your Deposit Account earned during that period unless state law requires a different rate.

20. **Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Step Account or relationship. Restricted transactions generally include those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

21. **Severability.** Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with ordinary care. If any provision of this Agreement is determined to limit the Bank's liability in a way prohibited by applicable law, or to be otherwise unenforceable, the parties agree to replace such provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable, and this Agreement will be enforceable as so modified.

## **22. ARBITRATION AGREEMENT**

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.**

### **Agreement to Arbitrate**

This section is referred to as the **Arbitration Agreement**. If you have a dispute with the Bank or any other Indemnified Party, and are not able to resolve the dispute informally, you and we agree that upon demand by you, the Bank or any other Indemnified Party, the dispute will be resolved through the arbitration process set forth in this section.

### **Arbitration**

You agree that if you have a dispute or claim that has arisen or may arise between you and the Bank or any other Indemnified Party, whether arising out of or relating to this Agreement (including any alleged breach), your Step Account and services provided under this Agreement, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by you, the Bank or any other Indemnified Party, the dispute or claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. Except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you and the Bank are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

### **Parties Subject to this Arbitration Agreement**

This Arbitration Agreement applies whenever there is a claim between you and us. If a third party, such as an Indemnified Party other than the Bank, is also involved in a claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Bank relating to this Agreement or your Step Account, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

*THIS ARBITRATION AGREEMENT DOES NOT APPLY TO YOU IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT [Support@step.com](mailto:Support@step.com).*

### **Exclusions**

You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing will bear all costs and expenses incurred by the other in compelling arbitration.

### **Your Right to Opt Out**

If you do not want this Arbitration Agreement to apply to your Step Account, you may opt out by sending us written notice of your decision within 30 days of the opening of your Step Account. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Agreement. It should include your name, address, Step Account number, and your signature and must be and must be emailed to [optout@step.com](mailto:optout@step.com). This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Step Account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration Agreement in a timely and proper fashion.

### **Prohibition of Class and Representative Actions and Non-Individualized Relief**

***YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR ANY OTHER INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE BANK AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.***

### **Pre-Arbitration Dispute Resolution**

The Bank and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by emailing customer support at [Support@step.com](mailto:Support@step.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (**Notice**). The Notice to the Bank or Indemnified Party should be sent to 120 Hawthorne Ave., Palo Alto CA 94301 (**Notice Address**). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you do not resolve the claim with the Bank or Indemnified Party within 60 calendar days after the Notice is received, you or the Bank or Indemnified Party, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party will not be disclosed to the arbitrator until after the arbitrator determines the amount, if

any, to which you or the Bank is entitled.

### **Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's (**AAA**) rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the **AAA Rules**), as modified by this *Arbitration Agreement*. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this *Arbitration Agreement*, the applicable terms of this *Arbitration Agreement* will control unless the arbitrator determines that the application of the inconsistent *Arbitration Agreement* terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this *Arbitration Agreement*. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

### **Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the **Arbitration Fees**) will be governed by the AAA Rules, unless otherwise provided in this *Arbitration Agreement*. If the value of the relief sought is \$75,000 or less, at your request, the Bank will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, the Bank will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, the Bank will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

### **Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

### **Severability**

If a court or the arbitrator decides that any term or provision of this *Arbitration Agreement* (other than the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this *Arbitration Agreement* will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section are invalid or unenforceable, then the entirety of this *Arbitration Agreement* will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this *Arbitration Agreement* will continue to apply.

### **Future Changes to this Arbitration Agreement**

Notwithstanding any provision in this Agreement to the contrary, if the Bank makes any future change to this *Arbitration Agreement* (other than a change to the Notice Address) while you have a Step Account, you may reject any such change by sending the Bank written notice within 30 days of the change to the Notice Address. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this *Arbitration Agreement* in accordance with the terms of this *Arbitration Agreement* as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

o **FEE SCHEDULE**

This *Fee Schedule* lists the fees that may be applicable to your Step Account. You agree to pay all fees applicable to your Step Account. We reserve the right to add or change fees at a later time, and we will notify you of any changes to our fees and this *Fee Schedule*, as required by applicable law. We may subtract these fees from your Deposit Account balance, even if the fee makes your balance negative.

<b>Fee</b>	<b>Amount</b>
Monthly Account Maintenance Fee	\$0.00
Transaction Fee (per ACH)	\$0.00
Stop Payment Fee	\$0.00
Deposited Item Returned Fee	\$0.00
Insufficient Funds Fee	\$0.00
Sustained Overdraft Fee	\$0.00
Returned Item Fee	\$0.00
Legal Processing Fee	\$0.00
Research Fee	\$0.00



- **FUNDS AVAILABILITY POLICY**

**PURPOSE.** The information here describes our policy of holding deposited items in a Deposit Account before funds are made available to you for withdrawal.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** Our policy is to delay the availability of funds from your deposits. The length of the delay varies based on the type of deposit as set forth below. During the delay, you may not withdraw the funds, and we will not pay transactions from your Deposit Account using these funds.

The length of the delay is counted in Business Days from the day we receive your deposit.

If you make a deposit before **1:00PM ET** on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after **1:00PM ET** or on a day that is not a Business Day, we will consider the deposit made on the next Business Day.

**Same Day Availability.** Electronic direct deposits (e.g., ACH, person-to-person transfers, and other EFTs your Deposit Account supports) will be available on the day we receive your deposit.

**Next Day Availability.** Funds from the following deposits are available on the first Business Day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you.
- The first \$200.00 of check deposits.
- Cash deposits that are not made in person to an employee of Evolve Bank & Trust.

**Second Business Day.** Unless otherwise provided by this Agreement, all other funds from deposits will be made on the second Business Day after the day we receive your deposit.

**Longer Delays May Apply.** Funds you deposited by check may be delayed for longer than two Business Days under the following circumstances:

- We believe a check you deposited will not be paid;
- You deposited checks totaling more than \$5,000 in any one day;
- You redeposited a check that has been returned unpaid;
- You have overdrawn your Deposit Account repeatedly in the last six months; or
- There is an emergency, such as failure of communications or our systems.
- If we delay availability for one of these reasons, funds may not be available until the seventh Business Day after the day of your deposit. We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds

will be available. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your Deposit Account is open.

- Funds from electronic direct deposits to your Deposit Account will be available on the first Business Day after we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of [cashier's, certified, teller's, traveler's, and federal, state and local government checks] will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions.
- The excess over \$5,000 will be available no later than the ninth Business Day after the day of your deposit.
- Funds from all other check deposits will be available on the third Business Day after the day of your deposit.

**Foreign Checks.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, if your Deposit Account permits you to deposit foreign checks, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**Your Responsibility for Deposits.** Even if we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits that are returned to us unpaid and for any other problems involving your deposit.

## o ELECTRONIC FUND TRANSFER AGREEMENT

### **Electronic Fund Transfers: Your Rights and Responsibilities**

This disclosure contains important information about your use of electronic fund transfer (**EFT**) services provided by the Bank in connection with your Step Account. Whenever you accept or authorize EFTs to your Deposit Account, you agree to these terms and conditions, in addition to any other applicable limitations in this Agreement concerning deposits to and withdrawals from your Deposit Account. Please read this document carefully and retain it for future reference.

**Business Days.** Our Business Days are every day except Saturdays, Sundays, and holidays on which banks in [Tennessee] are legally authorized to be closed.

#### **Types of Available EFTs**

**Online ACH Transfers.** You may use the App and request ACH transfers between your Deposit Account and a Linked External Account.

**P2P Transfers.** You can make or receive transfers between your Deposit Account and the Deposit Account of another Step user, using the person-to-person transfer services (P2P Transfer) provided in the App. P2P Transfers are subject to additional terms and conditions.

**Limits on the Type, Frequency or Amount of EFTs.** Your Deposit Account may be subject to limitations on the amount or number of withdrawals that you may make from your Deposit Account, including EFTs. Please see Article IV of this Agreement and the *Truth in Savings Disclosures*. For security reasons, we may also, in our sole discretion, set limits on the dollar amounts of EFTs and on the number of EFTs that may be requested or initiated. To protect the security of the Bank or your Deposit Account, we may suspend your use of EFTs, as permitted by law.

**Managing Your Step Account Balance.** You agree that the amount of any EFT debit transaction you authorize will not exceed the Available Balance in your Deposit Account used to make the transaction, or your Spending Limit. We do not have to allow any EFT that would create an overdraft in your Deposit Account. We may in our sole discretion choose to permit an EFT that would create an overdraft in your Deposit Account. If we are unable to complete an EFT or perform any other EFT service for any reason associated with your Deposit Account, the EFT or other service may not be completed and we will not notify you unless required by applicable law.

#### **Your Rights and Responsibilities**

The use of EFT services described in this Agreement creates certain rights and responsibilities regarding these services as described below.

#### **Documentation of Your EFTs**

**Periodic Statements.** All EFT transactions will be reported on your periodic statement. See Section II.A.8 of this Agreement for more information.

**Direct Deposits.** If you have arranged to have direct deposits made to your Deposit Account at least once every 60 days, the company making the deposit may tell you every time they send us the money. You may also call us at 1-877-927-2562 to find out whether or not the deposit has been made.

**Confirmation.** You may call us at 1-877-927-2562 or write to us at [Support@step.com](mailto:Support@step.com) to find out whether any EFT you request was successfully completed.

### **Preauthorized and Other Regular (Automatic) Debits**

#### ***Right to Stop Payment and Procedure for Doing So***

If you have told us in advance to make regular payments out of your Deposit Account, you can stop any of the payments. Here is how:

Call us at 1-877-927-2562 or write to us at Step Mobile Inc, 120 Hawthorne Ave, Palo Alto CA 94301, in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you contact us to stop a payment, please have the following information ready: your Step Account number, the date the transfer is to be made, to whom the transfer is being made, and the amount of the scheduled transfer. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Stop-payment orders may expire after six months from the date of your stop-payment request, and you may be required to renew it in order to ensure its continued effectiveness.

#### ***Liability for Failure to Stop Payment of Preauthorized Transfer***

If you order us to stop a preauthorized automatic debit three Business Days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

#### ***Notice of Varying Amounts***

If you have authorized regular payments out of your Deposit Account, and these regular payments may vary in amount, we or the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### ***Our Refusal to Pay a Preauthorized or Other Regular (Automatic) Debit***

We reserve the right to refuse to pay a regular (automatic) debit, for example, if your Deposit Account has insufficient funds to cover such transfer or if we are unable to verify the ownership of or other information about the account to which the funds will be transferred. You may call us at 1-877-927-2562 or email us at [Support@step.com](mailto:Support@step.com) to request information about a refusal by us to pay a regular (automatic) debit.

#### ***Your Liability for Unauthorized Transfers***

During your online Step Account set-up, you will be invited to register your phone number and create Access Credentials to protect your Step Account from unauthorized access. You are

responsible for maintaining ownership of the mobile device associated with the phone number and security of your other Access Credentials.

**Tell us AT ONCE if you believe that any Access Credentials or device you use to access your Step Account has been lost or stolen, that an EFT has been made without your permission, or that someone has transferred or may transfer money from your Deposit Account without your authorization.** You may tell us by calling us at 1-877-927-2562 or by writing to us as soon as possible at Support@step.com (or such other address as we may provide to you from time to time). **Telephoning is the best way of keeping your possible losses down.** You could lose all the money in your Deposit Account. If you tell us within two Business Days after you learn of the loss or theft of your Access Credentials or device, your liability will be limited to \$50 if someone accesses your Deposit Account without your authorization.

If you DO NOT tell us within two Business Days after you learn of the lost or theft of your Access Credentials or device, and we can prove we could have stopped someone from using your Access Credentials or device without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you grant authority to make transfers to another person who exceeds the authority granted, you are fully liable for any transfers until you notify us that transfers by that person are no longer authorized.

### **In Case of Errors or Questions about your EFTs**

Call us at 1-877-927-2562 or write us at Support@step.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and your Step Account number (if any).
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Deposit

Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Deposit Account.

For errors involving new Step Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Step Accounts, we may take up to 20 days to credit your Deposit Account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Our Liability for Failure to Make a Transfer.** If we do not complete a transfer to or from your Deposit Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Deposit Account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line of credit, if you have one.
- If an automated teller machine where you are making a transfer does not have enough cash. If a system or terminal you use to make a transfer was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
- There may be other exceptions stated in this Agreement.

### **Charges for Transfers or the Right to Make Transfers**

We may assess a fee for each EFT, or stop-payment order. Please see the applicable *Fee Schedule* to determine the applicable amount. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current *Fee Schedule*.

### **Confidentiality**

We will disclose information to third parties about your Step Account or the transfers you make:

- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your Step Account for a third party, such as a credit bureau or merchant;

- (3) In order to comply with government agency or court orders;
- (4) To persons authorized by law in the course of their official duties;
- (5) To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
- (6) As disclosed in our Privacy Notice; and,
- (7) If you give us your written permission.

**Amendments.** We may change any provision of this *Electronic Fund Transfer Agreement* in our discretion. If we do, we will give you notice if and to the extent required by applicable law.

**Termination.** We reserve the right to terminate your use of any or all of our EFT services for any reason and at any time without notifying you. You also have the right to terminate your use of the EFT services described in this Agreement at any time by calling us or writing to us. If you call, we may require you to put your request in writing and get it to us within 10 Business Days after you call. (Please note that e-mail, SMS/text or online notification will not meet the notice requirements of this section.) If you terminate your use of our EFT services and you have arranged for automatic (regular) transfers involving third parties, you are required to inform any third parties that the transfers will cease. Any termination of your use of our EFT services, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement that have arisen before the effective date of such termination.