

Effective Date: October 10, 2022

STEP VISA CARD AND SECURED ACCOUNT AGREEMENT

The following Step Visa Card Agreement, Secured Account Agreement, together with the Security Agreement, collectively, constitute an agreement (“**Agreement**”) between you and Evolve Bank & Trust governing the use of your Step Visa Card account (“**Card Account**”), the cards or other devices used to access the Card Account (“**Step Card**”) and deposit account as security for your Card Account (the “**Secured Account**”) with us. This Agreement also refers to and includes other disclosures we may provide to you, which are incorporated by reference. “**You**” and “**your**” mean the person who applied for the Step Card and to whom we issue a Step Card pursuant to this agreement or, in case of a minor, the owner of the Step Card that is responsible for paying back all amounts owed to us under this Agreement. You are also responsible for any other person you may authorize to use and access your Step Card and Card Account (“**Authorized User**”). The terms “**we**”, “**us**”, “**our**”, “**Bank**” and “**Evolve**” mean Evolve Bank & Trust, our successors, affiliates, third-party delegates, or assignees. The Step Card, Card Account and Secured Account are collectively referred to as the “**Step Account**”. Access and use of your Step Account may be provided to you through a mobile application and/or website of our service provider, Step Mobile, Inc. (“**Service Provider**”). The Service Provider or its affiliates may offer you additional services through the Service Provider’s platform (the “**Step App**”), pursuant and subject to the terms and conditions between you and the Service Provider (the “**Services**” and such terms and conditions, the “**Servicer Terms**”), and such Services are not governed by this Agreement and not offered by Bank.

PLEASE READ THIS AGREEMENT CAREFULLY.

**THIS AGREEMENT IS SUBJECT TO A MANDATORY ARBITRATION AGREEMENT
PURSUANT TO THE FEDERAL ARBITRATION ACT AND WAIVER OF CLASS ACTION AND
JURY PROVISION**

IMPORTANT INFORMATION ABOUT YOUR STEP ACCOUNT

- Your Step Card, Card Account and Secured Account are provided by Evolve Bank & Trust, FDIC Member. Your Step Card is issued by Evolve Bank & Trust pursuant to a license from Visa U.S.A, Inc. Visa is a registered trademark of Visa International Service Association and is used under license.
- Evolve has agreed to issue you a Step Card and extend you credit on your Card Account as described in this Agreement and subject to the **Secured Account Agreement**, **Step Card Agreement** and the **Security Agreement** (below). Your activation and continued use of the Step Card or Card Account indicates your acceptance of the terms of this Agreement.
- This Agreement may be supplemented or amended as set forth in Section VI.D (Changes in Terms).
- By opening a Card Account, you agree to and authorize us to open and establish a non-interest bearing restricted deposit account with us that will be under our exclusive control (the “**Secured Account**”) and be subject to the terms and conditions of the Security Agreement (below). Your Secured Account is established at your direction for the placement of deposits you have identified to be used to serve as security or collateral (the “**Secured Funds**”) for the credit we extend to you on your Card Account in the amounts and limits made available to you pursuant to the terms and conditions of this Agreement. By signing up for and opening a Card Account and opening a Secured Account with us, you are furnishing and granting us a security interest to the Secured Account to secure the Obligations

(as defined under the Step Card Agreement at “**Your Promise to Pay**” section (below) under this Agreement. **Please see the Security Agreement (below) for more information.** As described in detail below, credit we extend to you is secured by the Secured Funds held in your Secured Account. If you do not pay us back for the Obligations incurred on your Step Card or Card Account when your payments are due, we may exercise our Security Interest and withdraw the amount you owe us from the Secured Funds held in your Secured 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. Each Sub-Account will have a “**Wallet**” which represents a portion of the funds held in the Secured Account, which are designated by you for use to a particular Sub-Account. The Wallet associated with any Sub-Account you establish for yourself is the “**Master Wallet**”. Your Authorized User are issued a Step 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 Secured Account with your Step Card and Card Account. We refer to this limit as the **Spending Limit**. Your Card Account is also subject to a maximum Credit Limit. See Sections I.A.6 and II.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 I.A.6 and II.A.2 for more information.
- Each Step 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.
- You are responsible for making full payment of your Step Card Balance (shown on your statement by the due date indicated on your statement, although you may choose to pay earlier). If you have not paid by the Due Date, your Card Account will be considered past due and you will not be able to use your Step Card until you have paid any past due amounts.
- **YOUR OBLIGATION TO PAY US BACK FOR ALL STEP CARD TRANSACTIONS AND OTHER OBLIGATIONS YOU INCUR UNDER THIS AGREEMENT IS SECURED BY YOUR SECURED ACCOUNT. IF YOU DO NOT PAY US BACK FOR ANY AMOUNT YOU OWE US WHEN YOUR PAYMENTS ARE DUE, WE MAY EXERCISE OUR SECURITY INTEREST AND DEBIT YOUR SECURED ACCOUNT AND YOU CAN LOSE THE MONEY IN YOUR SECURED 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.

I. GENERAL TERMS

This section applies to all features of your Step Account

A. About your Step Account

- 1. Evolve.** Evolve Bank & Trust, member FDIC, is the issuer of our Step Card, which is issued by Evolve pursuant to a license from Visa U.S.A., Inc. Visa is a registered trademark of Visa International Service Association and is used under license.
- 2. Business Days.** Our **Business Days** are every day except weekends and federal holidays.
- 3. Calling Us.** You may call us at 1-877-927-2562, between the hours of 9 AM to 5 PM 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 Secured Account, a Step Card, and a Card Account.

THE STEP CARD ACCESSES A LINE OF CREDIT. IT IS NOT A DEBIT CARD. INTEREST AND OTHER CHARGES MAY APPLY. Your Step Account is an individual, personal account with you as the sole owner and is only permitted to be used for personal, family or household purposes and not for business purposes. Within your Step Account, you may set up to five Sub-Accounts. Each Sub-Account will be provided for use by you or an Authorized User. Each Sub-Account will have its own Step Card, issued in the name of the Authorized User of the Sub-Account, and a Wallet with its own Spending Limit. You may designate funds in the Secured Account to be used as security for each Sub-Account Wallet, which will be the Spending Limit for that Sub-Account, the amount that your Authorized User may use 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) uses a Step Card(s), and/or incurs any other obligation through use of your Step Account, such obligations will be secured by the funds held in your Secured Account. See the *Security Agreement*.

You can access your Step Account through the Step App. You may log in to the Step App at any time to view and update information about your Step Account and initiate online transactions. Your use of the Step App is subject to Service Provider's terms of service.

- 6. Periodic Statements.** We will make available to you one periodic statement ("**Statement**") for your Step Account per month, covering activity on your Step Card and Secured 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 Step 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 Step Card Balance has charged off, we may provide you with quarterly Statements.
- 7. Other Transaction Limits.** For security reasons, there are limits on the number, amount, frequency, and

type of transactions you can make using your Step Card or Step Account. Similarly, there are limits on your ability to use your Step 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 Step Card or Step Account are subject to this paragraph.

8. Security; Locking Your Card. It is your responsibility to protect the devices on which you or any Authorized User accesses your Step Account, your Step Card(s), Card Account, the username, password, biometrics or other data you use to log into the Step 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 Card and/or Step Account, even if that person exceeded the authority you gave them. CONTACT US IMMEDIATELY IF YOU BELIEVE YOUR STEP CARD, STEP ACCOUNT OR ANY OTHER CARD CONNECTED TO YOUR STEP ACCOUNT HAS BEEN LOST, STOLEN, OR ACCESSED OR USED BY ANY UNAUTHORIZED PERSON. You may ask us to lock any Step Card, Sub-Account, Wallet, and we may take other action we deem necessary to protect the security of your Step Account or our systems. Locking a Step Card, Sub-Account or Wallet may not prevent all unauthorized transactions and will not prevent transactions that have already been initiated. See the Electronic Fund Transfer Agreement and Section II.E of this Agreement for more information about your rights and responsibility in the event of unauthorized use of your Secured Account.

We may refuse to follow any of your instructions (payment instructions or otherwise) if we think they are illegal or potentially harmful to us or any other person. If we follow your instructions, we may require other security measures to protect us from any losses we may suffer. To the greatest extent permitted by law, you agree to pay us back for any damages or losses (including, but not limited to, the reasonable costs of an attorney) that we suffer if we take an action based on your (or what appears to be your) oral, written, or electronic instructions.

Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon such instructions which bear any of your Access Credentials.

B. Opening Your Step Account.

1. Availability. The Secured Account and Card Account are available to United States citizens or lawful permanent residents with a with a U.S. physical address or with military addresses (APO or FPO) who are at least 18 years old with a valid Social Security Number or Tax Identification Number. To open a Secured Account and Card Account, you must provide any information we may request from time to time. Each owner of a Secured Account and Card Account shall have a continuing obligation to provide any other documentation we may request from time to time, including any information required under our customer identification program to establish your identity. You must also agree to go paperless. This means that: (1) you must keep us supplied with your valid email address and telephone number; and (2) you must agree to accept electronic delivery of all communications that we need or decide to send you. Please see the [Evolve Bank & Trust Electronic Communication Consent](#) for additional details.

2. Opening a Secured Account and Card Account; Identifying You. To open a Secured Account and Card Account, you must submit to us an application and all information that we may require. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person that opens a Secured Account and Card Account.

What this means for you: when you open a Secured Account and Card Account, we will ask you for your name, physical street address, date of birth, and other information that will allow us to identify you. We may also ask for your email, phone number, Social Security Number (“SSN”), and a copy of your driver’s license or other identifying documents. We may ask you for additional documents to verify any changes. We may prevent you from opening or otherwise restrict or close your Step Account if we cannot verify your information, or if you do not provide it as requested.

3. Consumer Reporting Agencies. By opening a Secured Account and Card Account, you agree that we can obtain personal information about you from time to time from one or more consumer reporting agencies, governmental entities, check verification services, and other third parties, including, but not limited to, the Service Provider, for the purpose of considering your application for a Step Account or any other purpose permitted by law. To the extent we take any adverse action or any action that would have a negative impact to you, your Step Account or the services we provide to you hereunder (including, but not limited to a denial, cancellation or revocation of an application or extension of credit, a change in the terms of an existing credit arrangement, or refusal to grant a request for credit on the terms requested), in accordance with and as required by applicable law, we will furnish you with a statement with our reasons for taking the adverse action.

4. 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. 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. We may refuse to accept an Authorized User for any reason, at our sole discretion. 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 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 Step Card and making transactions using the Step Card or Card 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.

5. 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 Step 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 Step Card, Sub-Account 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 Card, Card Account and Sub-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 Card and Card Account and/or Sub-Account under 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 Step 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 Step 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 Secured Account but will appear in the Master Wallet.

6. Co-Sponsors. 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 (a “**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. When you invite another person to be a Co-Sponsor, the designee must use the Step 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. 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 Step 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.

7. Parent Managed Accounts. We may offer you the ability to set up a Sub-Account for an Authorized User who does not have a mobile phone number (each, a “**Parent Managed Account**”). Parent Managed Accounts must be set up and managed by you or a Co-Sponsor, including unlocking a Step Card, contacting customer service, reporting a lost or stolen Step Card, disputing any transactions, and reporting fraudulent or suspected fraudulent activity on the Parent Managed Account. Users on Parent Managed Accounts may have limited access to certain features of your Step Account including, without limitation, account setup and management, creation and ongoing management of Savings Goals, access to statements, account history, and transaction records, and access to virtual card(s) within the account. The credit we extend when you or your Authorized User(s) use your Step Card(s), and any other obligation you incur, are secured by your Secured Account. See the *Security Agreement*.

8. Graduation. When any Authorized User reaches the age of majority in their state of residence, you understand and agree that we may offer the Authorized User the following options for their use and ownership of the Sub-Account to which they have access, and the associated assets and data, and management of their own finances (“**Graduation**”). The following Graduation options are available to an Authorized User on a Sub-Account when they turn 18 years old (or the age of majority in their state of residence if different), in each case subject to our approval:

i) **Creating an Independent Graduate Account.** By choosing this Graduation option, the Authorized User chooses to create their own individual Step Account with us (“**Independent Graduate Account**”) and transfer all of the assets held in the Sub-Account under your Step Account, which you authorized the Authorized User to use under this Agreement, to their Independent Graduate Account, including, but not limited to, (1) all cash in the Secured Account and assets in Savings Goals and investment accounts; (2) all data associated with the Sub-Account that we and our service providers have on file, including, but not limited to, your and the Authorized User’s nonpublic personal information and transaction history associated with the Sub-Account; and (3) any other assets to which the Authorized User had access in connection with the Sub-Account the Authorized User was authorized to use (“**Authorized User Assets**”). They will also receive all other features of a Step Account, including their own line of credit being associated with their Step Card, for which they will be personally liable in their individual capacity. **You give express permission to legally and beneficially transfer ownership of all such Authorized User Assets over to the Authorized User when they choose to Graduate through this option, and you relinquish all title, ownership, access, and other rights to the Authorized User Assets.** The Authorized User Assets are subject to our right of offset described in this Agreement. Prior to transferring any Authorized User Assets to the Independent Graduate Account, you and your Authorized User authorize us to liquidate and apply the Authorized User Assets to any outstanding balance on the Authorized User’s Step Card associated with their Sub-Account, and any other balance or amount you owe us under this Agreement. We may refuse to transfer any Authorized User Assets to an Independent Graduate Account until all amounts you owe us under this Agreement are satisfied and paid in full. Once the transfer of Authorized User Assets and establishment of an Independent Graduate Account is complete, you will no longer have beneficial or legal ownership of, nor visibility or viewing access to, the Authorized User Assets transferred from their Sub-Account to their new Independent Graduate Account. Independent Graduate Accounts shall be governed by an agreement between us and the Authorized User that owns the Independent Graduate Account, and will not be governed by this Agreement.

ii) **Creating a Graduate Account that Remains in your Sponsor Group.** The Authorized User may elect to create their own individual Step Account with us, which remains grouped and attached to your Step Account for certain limited purposes, such as granting you view-only access to their account and transaction information, and enabling fund transfers between their new account and your existing Step Account (“**Grouped Graduate Account**”). You give express permission to legally and beneficially transfer ownership of all of the Authorized User Assets over to the Authorized User when they choose to Graduate through this option, and you relinquish all title, ownership, access, and other rights to the Authorized User Assets. The Authorized User Assets are subject to our right of offset described in this Agreement. Prior to transferring any Authorized User Assets to the Grouped Graduate Account, you and your Authorized User authorize us to liquidate and apply the Authorized User Assets to any outstanding balance on the Authorized User’s Step Card associated with their Sub-Account, and any other balance or amount you owe us under this Agreement. We may refuse to transfer any Authorized User Assets to a Grouped Graduate Account until all amounts you owe us under this Agreement are satisfied and paid in full. Once the transfer of Authorized User Assets and establishment of a Grouped Graduate Account is complete, you will not have beneficial or legal ownership to any Authorized User Assets previously held in the Sub-Account. We reserve the right to require you and the Authorized User to close their Sub-Account and transfer their Authorized User Assets over to an Independent Graduate Account when the Authorized User turns 21. If you are entering into this Agreement in connection with your creation of a Grouped Graduate Account in your name, you understand that the owner of the Step Account from which your Authorized User Assets are transferred, and each Sponsor of that Step Account (each, a “**Graduate Sponsor**”), will have access to information about your Independent Graduate Account. By entering into this Agreement, you grant us express permission to share data, nonpublic personal information, and other transaction and account history associated with your Grouped Graduate Account with each Graduate Sponsor during the term of this Agreement. Subject to our approval, the Grouped Graduate Account includes a Step Card, associated line of credit, and other features of a Step Account, for which the

Authorized User will be personally liable in their individual capacity. Each Grouped Graduate Account shall be governed by an agreement between us and the Authorized User that owns the Grouped Graduate Account, and will not be governed by this Agreement.

iii) If the Authorized User does not choose to create an Independent Graduate Account or Grouped Graduate Account, their Sub-Account will remain open, visible, and part of your Step Account. The Sub-Account will continue to be governed by this Agreement and you will continue to have all rights and obligations set forth in this Agreement. You will continue to have beneficial and legal ownership to all Authorized User Assets within the Sub-Account until such time as the Authorized User creates an Independent Graduate Account or Grouped Graduate Account, or until the Sub-Account is otherwise closed. Once the Authorized User reaches 21 years old, we reserve the right to: (i) require an Authorized User to create an Independent Graduate Account subject to the rights and obligations in subsection a) above (even if the Authorized User has created a Grouped Graduate Account pursuant to subsection b) above) in order to continue using our banking services, or (ii) close the Sub-Account and automatically transfer the Authorized User Assets in their Sub-Accounts to an individual account with Step, which shall be owned, viewable, and accessible solely by the Authorized User in their individual capacity.

9. Past Due Status. Your Step Card and Card Account may be placed in a Past Due Status if: (a) you fail to repay an Overdraft on your Secured Account; (b) you fail to maintain an Available Balance of at least \$0.00 in your Secured Account; or (c) any required payment under Step Borrow or any other agreement that you have with us in connection with your Step Account, is rejected, not paid, or cannot be processed.

10. Fees; Fee Schedule. You agree to pay all fees and charges applicable to your Secured Account and Card Account. The amounts of these fees and charges are listed in our *Fee Schedule*, attached as **Exhibit 1** (“**Fee Schedule**”). Fees and our Fee Schedule are subject to change at any time and without notice to you, unless required by law. Fees set forth in the Fee Schedule are charged by Bank for its services. Service Provider (see below) may charge you fees separate and apart from the fees set forth in the Fee Schedule for its Services, pursuant to the Service Provider Terms. Bank is not responsible for any fees charged by Service Provider for its Services. If you request a service that is not included in the Fee Schedule and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Secured Account or charged to your Card Account, as applicable.

11. Service Providers. You understand that we have engaged the Service Provider to perform several services for you under this Agreement, including, but not limited to, identity verification, compliance monitoring, risk mitigation, managing your Secured Account and Card Account, and other services we may require. The Service Provider, along with its partners and agents, is the servicer of your Secured Account and Card Account. In that capacity, Service Provider may act on our behalf, perform our obligations, and/or enforce our rights under this Agreement. Separate and apart from its role as our servicer, the Service Provider may also offer Services to you. You agree that you may only access the Secured Account and Card Account through the Service Provider. You may provide us with payment instructions and view certain Secured Account and Card Account information by using the Step App. Subject to applicable law, you understand that any payment instruction or activity performed using the Services shall be deemed authorized and valid and Bank is under no obligation to investigate the instruction or activity.

Separate and apart from its role as our servicer, the Service Provider may also offer Services to you. We are neither responsible for the provisioning of such Services nor do we make any recommendations, representations, warranties, or suggestions regarding such Services. To the fullest extent permitted by law, we will not have any liability in connection with the Services and disclaim all warranties, either express or implied

or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and lack of viruses related to the Services. Subject to applicable law, in no event shall we be liable for any losses or damages related to your use of the Services.

12. Prohibitions. Your Sep Account is only available for personal, family or household purpose and not business purposes. You are not entitled to open a Step Account under this Agreement if you are a corporation, unincorporated business association, partnership, limited liability company, incorporated nonprofit organization, sole proprietorship or any other entity. You may not use your Step Account for illegal gambling or any other illegal purpose. This prohibition includes any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You are responsible for determining the legality of each of your transaction in all applicable jurisdictions before entering into the transaction. We have no obligation to monitor, review or evaluate the legality of any transaction. Nevertheless, we may deny transactions or authorization if we believe the transaction is or may be illegal. We reserve the right to refuse or return any item that we believe is related to an illegal transaction, an internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if the transaction is determined to be illegal or associated with illegal activity. We reserve the right to cancel, close or restrict use of the Secured Account and Card Account, including by refusing the processing of any transaction, if we believe you have used your Step Account for any impermissible purpose or have violated this Agreement or any applicable law.

CARD ACCOUNT PRICING INFORMATION	
Annual Percentage Rate (APR) for Purchases and Cash Advances	0.00%
Penalty APR and When it Applies	<p>0%</p> <p>This APR (the “Penalty APR”) 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.</p> <p>How Long Will the Penalty APR Apply?: 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.</p>
How to Avoid Paying Interest	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.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore.
Transaction Fees <ul style="list-style-type: none"> ● Foreign Transaction ● Cash Advance (ATM) 	<ul style="list-style-type: none"> ● None ● None <p>A third-party (out of network) ATM operator may charge a fee.</p>
Penalty Fees <ul style="list-style-type: none"> ● Late Payment ● Returned Payment ● Overdraft or Insufficient Funds Fees 	<ul style="list-style-type: none"> ● None ● None ● None

Note: Your Step Card is not eligible for balance transfers or foreign transactions.

How Much Can You Spend?

Your Spend Limit is based on the then current Available Balance in your Secured Account minus (a) any money you determine to contribute to a Savings Goal (defined below in Section III.A.12), and (b) Step Card Balance.

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

How are Repayments to be made?

If you elect to sign up for recurring payment to pay amounts due hereunder, your Step Account balance will be used to pay any outstanding Step Card Balance at the end of each Cycle . Otherwise, you can authorize another bank that holds your external deposit account to effect a one-time or recurring electronic transfer on or before each Due Date.

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

Are There Interest Charges Applied? There are no interest charges associated with the use of your Step Card or Card Account.

Step Card Balance: At the end of each Cycle, you must pay the entire Step Card Balance that is shown on your Statement by the payment due date shown on your Statement.

Military Lending Act Notice: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation, please call 1-888-927-3063.

If you are covered by the Military Lending Act, (i) then you are not bound by the Arbitration Agreement set forth below, and (ii) notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of your right to legal recourse under any otherwise applicable provision of state or federal law.

II. STEP VISA CARD AGREEMENT

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

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

B. Using Your Step Card. The following rules apply to your use of a Step Card:

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

C. Credit Limit, Spending Limit, and Available Credit.

1. **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 Step Card(s). The total outstanding unpaid balance you owe on all of your Step 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.
2. **Spending Limit.** The Step Account is designed to help you save more than you spend. All transactions on your Step Card(s) are subject to a Spending Limit. Your “**Spending Limit**” means the amount you may spend on your Step Card that is not more than the amount that is available in your Secured Account. For each Sub-Account, the Spending Limit is determined by taking the Sub-Account’s Available Balance and subtracting: (a) any money contributed to a Savings Goal (defined below in Section III.A.12), and (b) Spent Money for that Sub-Account. “**Spent Money**” is a portion of the Available Balance in your Secured 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. The Spending Limit on your Secured Account (along with the total of the Spending Limits for all Sub-Accounts) may never exceed the Credit Limit or the Available Credit unless where otherwise permitted under the Step Borrow Terms and Conditions of this Agreement (where applicable). Unless otherwise permitted under the Step Borrow Terms and Conditions of this Agreement (as applicable), if you or any Authorized User makes 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 Step Card or make a deposit to your Secured 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 or, if applicable, in accordance with the Step Borrow Terms and Conditions of this Agreement.

3. **Available Credit.** Your “**Available Credit**” is the amount of credit that is available for you to make transactions with your Step Card(s) at any given time. Your Available Credit is equal to the Available Balance in your Secured Account, minus your Step Card Balance and any amount contributed to a Savings Goal associated with the Step Card, up to your Credit Limit
 4. **Rules.** You can use the Step 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 Step 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 unless you are a qualified participant under our Step Borrow program, in which case, your ability to exceed your Available Credit or your Spending limit will be subject to and governed by the Step Borrow Terms and Conditions.
- D. Virtual Step Card.** We may permit you to obtain a virtual Step Card in the Step 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 Step Card is subject to additional terms and conditions which you must accept when you obtain or access a virtual Step Card, which are incorporated by reference herein. You may not be able to use a virtual Step Card at an ATM or any terminal that does not have the technology necessary to accept a virtual Step Card.
- E. Point of Sale Purchases.** You may use your Step Card to make purchases at points-of-sale.
- F. Cash Advances.** You may use your Step Card to obtain cash advances at ATMs. **Obtaining a cash advance at an ATM is a loan and does not debit your Secured Account. Interest, finance charges, and other fees may apply, as shown in the Truth in Lending Disclosure or any Fee Schedule we provide.**
- G. 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 Step Card. For security reasons, you or the Authorized User may have to provide the PIN before you are able to use the Step Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Step Card. If you lose your Step Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately.
- H. Rewards.** Your Step Card may provide you with the opportunity to participate in a rewards program

to earn rewards (“**Rewards Program**”). If it does, you will be separately provided with information about the Rewards Program and the terms and conditions governing the Rewards Program. For questions regarding the Rewards Program please contact Step Mobile, Inc at 1-877-927-2562 or email at support@step.com.

- I. 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.
- J. 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.
- K. Interest and Fees.** We will charge interest and fees as disclosed in the *Truth in Lending Disclosures*, 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 Card 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.
- L. Balance Computation Method.** For each Step 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 Step Card. To get the “average daily balance,” we take the beginning balance on the Step 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 Step Card will be added to the balance on that Step Card, and to the total Step Card Balance for your Card Account, at the end of each Cycle.
- M. 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*.
- N. 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*.
- O. 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*.
- P. ATM Fees.** We do not charge a fee if you use an ATM to obtain a Cash Advance on your Step 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 Step Card to access your line of credit. You are responsible for paying all such fees.

Q. Replacement Card(s). If for any reason you need a replacement Step Card (e.g., if you lose your Step Card, it is stolen, it is damaged as a result of your actions or you want to order a card of a different color), you may do so for free for as many as two times. Beyond the second replacement card, we reserve the right to charge you a replacement card fee.

R. Payments.

1. **Your Promise to Pay.** You promise to pay us all amounts due on your Card 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 Step Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Step Card in person. If you let someone else use your Step Card or Card 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 may use one of the following payment methods:
 - **Preauthorized Automatic Payments (“AutoPay”).** When you sign up, or by using the Step App, you or an Authorized User may elect to make payments for your respective Step Cards using AutoPay. Upon selecting AutoPay, you or your Authorized User authorize us to make recurring debits from your respective Secured Account 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.
 - **One-Time Transfer.** You or an Authorized User may use the Step App to authorize us to make a one-time transfer to us from your Secured Account (or in the case of the Authorized User, their Wallet they are authorized to use) or ACH transfers from a 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 Secured 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 Secured Account associated with your Card, your Available Balance and your Step Card Balance will be reduced by the amount of your payment, and your Spending Limit on the Step Card will not increase. If you deposit funds into your Secured Account that increases your Available Balance, your Spending Limit will increase commensurately.

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 (2) additional times. We also reserve the right to add the returned payment amount back to your Step Card Balance.
- **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 of 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 Secured Account. If you do so, we may use any of the funds in the Secured Account to complete the payment on any Step 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, Available Account Balance, or Spending Limit as reasonably necessary to correct errors, process returned and reversed payments, and similar issues.
 - **Credit Balances.** We may reject and return any payment that creates or adds to a credit balance on your Step 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.

S. Your Card Billing Rights.

This section applies to billing errors with your Step Card. If you believe there is an error related to a transaction to or from your Secured 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

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 sixty (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 (3) Business Days before the scheduled payment date.

You must notify us of any potential errors *in writing*. 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 (2) things:

- Within thirty (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.
- Within ninety (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 (2) 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 ten (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 Step 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 Step 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 Step Card beyond your rights described in this section and on your Statement.

T. Step Card Default.

1. **Events of Default.** Your Step Card or any other Step Card associated with 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 Secured Account, or the Secured 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 Step Card(s), Secured 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.

U. Reporting to Consumer Reporting Agency; Disputes. We may report information about you (and any eligible Authorized Users) or your Step Card (s) and Card Account and your performance under this Agreement to a consumer reporting agency (“**Credit Reporting**”). Information we provide may appear on your and your Authorized User’s credit report(s). At our discretion, we may require you to opt in to Credit Reporting. We reserve the right to decline to report or refuse your request to opt in to Credit Reporting. Once a Step Account and any Sub-Account(s) are established, we will begin to build credit history within your Step Account as you use your Step Card for transactions and make your monthly payments, but we will not report such history until such time as you or any Authorized User(s): (a) are at least 18 years of age; and (b) opt in to Credit Reporting, as applicable. To be eligible for Credit Reporting, we may require you or any Authorized User to: (a) have an active Step Card, (b) have a minimum amount of transactions on the Step Card, or other activity on your Step Card in our sole discretion. If you are opted in to Credit Reporting, we will report your credit history to one or more consumer reporting agencies. We will report positive credit history on your Step Card as long as you make required monthly payments on or before the Due Date on the Step Card as outlined in the Card Terms. Depending on other products you use within the Step App, we reserve the right to report credit history on any other products you may use, such as Step Borrow or other products, features, or services we may make available to you. We reserve the right to report negative credit history with respect to any of these products, features, or services if: (a) you are past due on any amounts; or (b) your Step Card and Card Account is in a Past Due Status or otherwise not in good standing.

We do not determine, manage, or report credit scores. The consumer reporting agencies may use credit history information we share along with other data and information the agencies may obtain outside of your Step Card and Card Account to generate a consumer report and/or credit score(s). If you believe that we have reported inaccurate or incomplete information about your Step Card and Card 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.

V. State Notices.

1. *All Accounts, including California and Utah Residents:* As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.
2. *Wisconsin Residents:* Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision.
3. *New York and Vermont Residents:* We may obtain at any time your credit reports, for any legitimate purpose associated with the Card Account or the application or request for a Card Account, including, but not limited to, reviewing, modifying, renewing, and collecting on your Card Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Department of Financial Services – (800) 342-3736 or <https://www.dfs.ny.gov/>.
4. *New Jersey Residents:* Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable, or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable, or inapplicable in New Jersey.
5. *Missouri, Nebraska, and Washington Residents:* Oral agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.
6. *Massachusetts Residents:* Massachusetts law prohibits discrimination based upon marital status or sexual orientation.
7. *Ohio Residents:* The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

TRUTH IN SAVINGS DISCLOSURES

IMPORTANT INFORMATION ABOUT YOUR SECURED ACCOUNT

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

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

TRANSACTION LIMITATIONS. You may not make transactions that would cause the Spent Money to exceed the total Available Balance in your Secured 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 Secured Account. If you exceed these limits, we may close, suspend, or freeze your Secured Account. See Section I.A.9 for more information on transaction limitations.

FEES AND CHARGES. Please refer to the *Fee Schedule* provided to you with this Agreement for information about fees and charges associated with your Secured 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.

III. SECURED ACCOUNT AGREEMENT

This section governs your use of your Secured Account.

- A. Secured Account Type and Ownership.** The Secured Account is a transaction account that allows you to make certain purchase and payments and transfers to third parties. The Secured Account may not be opened as a joint account. You cannot give a security interest or pledge your Secured Account to someone other than us without first getting our express written consent. You must immediately report to us any changes in Secured Account ownership information that you originally provided to us in connection with the submission of your application for a Step Account.
- B. Linking External Accounts.** You or an Authorized User may link your Secured Account or a Sub-Account to an external personal (not a business or commercial account) 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 (a “**Linked External Account**”). You or the Authorized User can use your respective Linked External Accounts to transfer money to or from your Secured 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 Step Card (or in the case of an Authorized User, a Step Card they are authorized to use), in our sole discretion. Any request to establish a Linked External Account is subject to our verification and approval. 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 or its successor, and may be required to accept the service provider’s additional terms and conditions in order to use this feature. 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. We may charge a fee for transfers from a Linked External Account to your Step Account that do not meet a certain dollar threshold (“**Minimum Funding Amount**”). For any transfer that does not meet or exceed the Minimum Funding Amount, a fee may be imposed on such transfer as described in the Fee Schedule. You can find the Minimum Funding Amount and fee for transfers that do not meet the threshold in our FAQs at <https://step.com/faq> or within the Step App (under “Account Limits” in the “Account Information” section).
- C. Internal Transfer Between Accounts at the Bank.** You may initiate transfers from your Secured Account to make payments on your Card Account as described in Section II.R.3 (Payment Methods). We may (but are not obligated to) permit you to initiate a transfer of funds between your accounts at the Bank, through the Step App. We do not accept requests made otherwise to imitate internal transfers.
- D. Deposits.** When you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If a deposit or transfer of funds into your Secured Account is returned or rejected by the paying financial institution for any reason, you agree that we may deduct the amount of the deposit or transfer against your Secured Account, without prior written notice to you.
- Limited Secured Account Access.** Your Secured Account is only accessible through the Step App on your mobile device. You may only make withdrawals and transactions from your Secured Account by initiating permitted transactions on the Step App. You will not be able to make withdrawals or deposits on your Secured Account at branch locations, by telephone, at the point of sale, or at ATMs. *You may not use your Step Card to debit your Secured Account.*

2. **FDIC Insurance.** The Federal Deposit Insurance Corporation (“**FDIC**”) insures deposits according to the ownership category in which the funds are insured. Not all accounts may be insured. Unless otherwise stated by us or the FDIC, the Secured Account is insured by the FDIC up to the standard maximum deposit insurance amount per depositor, per FDIC-insured bank, and per ownership category (the “**Standard Insurance Amount**” or “**SIA**”). For purposes of determining the SIA applicable to your Secured Account, you need to consider all accounts that you hold at the Bank. To determine SIA applicable to your Secured Account with us and for any other FDIC insurance requirements that may apply, please visit the FDIC’s website at www.fdic.gov/deposit/deposits or call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342). You can also use the FDIC’s Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie.
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 Secured Account may be made using one of the following payment methods:
 - **External Debit Card.** You may use the Step App to authorize us to charge a debit card issued by an external U.S. bank and deposit the funds in your Secured 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 Secured Account or a Wallet. Use the Step App to set up, review, change or cancel your scheduled transfers.
 - **Person-to-Person Transfer with Step Users.** You can receive transfers to your Secured Account initiated by another Step user, using the person-to-person transfer services (“**P2P Transfer**”) provided in the Step App pursuant to Section III.D below.
 - **External Retailer Payment Service.** You may use the Step App to authorize us to receive transfers and credit your account for funds You or an Authorized User direct to have loaded or reloaded onto your Secured Account or Wallet through use of a Service offered through Service Provider that would permit you to tender an amount at a retailer participating in the Vanilla Direct network that supports Step Accounts by presenting such retailer with an identifier for your Step Account through the Step App (the “**External Retailer Payment Service**”). The External Retailer Payment Service is not a bank service governed by and or provided to you by us under this Agreement. All terms and conditions for use of the External Retailer Payment Service, including limits and restrictions on amounts and frequency of use and a list of participating retailers, may be found by visiting the Step App and/or reviewing terms and conditions of the third party reload service provider provided to you by Service Provider and/or by calling Service Provider at 1-877-927-2562. We are not responsible for any retailer participating in the External Retailer Payment Service, are not a party to any agreement with you for such Services, nor do we make any recommendations, representations, warranties, or suggestions regarding such Services. To the fullest extent permitted by law, we will not have any liability in connection with the Services and disclaim all warranties, either express or implied or statutory, including, but not limited to,

any implied warranties of merchantability, fitness for a particular purpose, and lack of viruses related to the Services. Subject to applicable law, in no event shall we be liable for any losses or damages related to your use of the Services.

- **Direct Deposit.** You can direct a third party, such as an employer, to electronically deposit your paycheck, retirement benefits, or other income to your Secured Account by ACH or wire transfer. Direct deposits may not be initiated in the Step App.
 - **Mobile Deposit.** You or an Authorized User may load funds into your Secured Account by submitting an electronic image of a paper check using a Mobile Deposit Services (defined below) feature within the Step App, when available. You must provide all the requested permissions for the Step App to be able to capture images and to create and transmit the Mobile Deposit. Your use of the Mobile Deposit Services is subject to the Rules for Mobile Check Deposits in this Agreement.
 - **Other.** We may permit you to make deposits by other means we make available from time to time.
5. **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 two (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*.
6. **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 Step 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 Secured 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.
7. **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 for which you have authorized payment from your Secured Account in repayment of such card transaction.

8. **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.
9. **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 Secured 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.
10. **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 Secured Account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your Secured 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.

11. **Savings Goals.** You or any Authorized User may use the Step 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 I.A.6 for more information about how your Savings Goal is used to calculate your Spending Limits and Section II.A.2 for more information about how your Savings Goal is used to calculate your Available Credit. For accounts placed in a Past Due Status, any funds contributed to Savings Goals are Collateral subject to the terms of the Security Agreement and may be used to offset any negative balance in your Secured Account. We may limit the number of Savings Goals that you may establish in connection with your Step Account or any Wallet.

E. Rules for Mobile Check Deposits

- 1. Description of the Mobile Deposit Service.** These Mobile Check Deposit Terms (“**Mobile Deposit Terms**”) govern your use of the remote deposit services which enables you to make deposits to your Step Account from a home, office or other remote location using a compatible mobile device (camera), computer hardware (scanner), software or web-based application (individually and collectively, the “**Device**”) with the Step App to create an image, an electronic picture or replica of the front and back of an Eligible Item and to transmit and deliver those images (the “**Image**”) and associated deposit information, including, without limitation, information captured from the Magnetic Ink Character Recognition (MICR) line for review, processing, and loading into your Step Account (“**Mobile Deposit Services**”). “**Eligible Items**” are checks or other paper items (not a prohibited item under these Mobile Deposit Terms or item rejected by us), payable on demand and drawn on (or payable through) an office of a United States bank, to be converted to Images and deposited into your Step Account using the Mobile Deposit Services.

When you use the Mobile Deposit Services or you permit an Authorized User or any other person to use the Mobile Deposit Services, you agree to the terms and conditions we have set out in these Mobile Deposit Terms, your Step Account Agreement and any applicable law, rule or regulations, including, but not limited to your rights and obligations in the event of any error in connection with the Mobile Deposit Services. Each time you use the Mobile Deposit Services you agree to the terms of these Mobile Deposit Terms and your Step Account Agreement and acknowledge that we may add requirements to your ability and eligibility to use the Mobile Deposit Services at any time.

You must correctly identify the Sub-Account to which you want to deposit the Eligible Item. If your Authorized User deposits the Eligible Item, we will deposit it to the Sub-Account that the Authorized User is authorized to access. We reserve the right to suspend or terminate your access to the Mobile Deposit Service at any time, and for any reason. Except as otherwise provided, if there is a conflict between the provision of these Mobile Deposit Terms and your Step Account Agreement, these Mobile Deposit Terms shall control as to any conflict relating to the Mobile Deposit Service.

- 2. Submission of Images.** All Images you submit to us using the Mobile Deposit Service must be legible, accurately capture the front and back of the Eligible Item and all other required data and information from such Eligible Item using a Device that meets the hardware and software requirements set forth below. The Image you submit to us for processing, must meet requirements to create a Substitute Check (including all MICR-line information) and include the accurate amount of the Eligible Item. Each time you submit an Image using our Mobile Deposit Services, you agree that, for all purposes, such Image is an “item” as defined under the UCC and is the legal equivalent of the Eligible Item and that we qualify as a holder-in-due-course under the UCC.

When you submit an Image, we may capture and retain various information from the Device, including time and geolocation data. In order to use the Mobile Deposit Service, you may be required to grant us access and permission to the camera, files, time, and geolocation on your Device. In addition, we may require information such as access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information in order to enable the provision of the Mobile Deposit Service.

If we provide a “memo” field through our Mobile Deposit Service or if one is provided on your Device, you may use such field to input information, but you should not enter any sensitive or confidential information like a Social Security or account number. We will not review any entry you make to this field nor do we have any obligation to review such entries. Any entry you make to this field will be at your own risk and liability. We will not be

responsible for anything you may enter into his field.

3. **Substitute Checks.** A “Substitute Check” is the legal equivalent to the original check and is created from the original check. It can be used as proof of payment. Included on a Substitute Check will be the following words or similar words, “This is a legal copy of your check. You can use it the same way you would use an original check”. The Substitute Check is the accurate copy of the front and back of the original check. We may elect to provide you with a Substitute Check for any check to be returned to you. Unless we agree in writing to take a Substitute Check, you will not submit any Substitute Check, for deposit or otherwise, if we would be the first financial institution to receive the Substitute Check.
4. **Processing Images.** We will process Images submitted by you that are legible and that accurately captures all required data and information. If an item is not legible, accurate or does not otherwise meet standard of quality, we may reject and return the item to you without prior notice. We can collect, process, present for payment, return or represent any of your Images in any manner we choose unless otherwise prohibited by applicable law. We do not have to process any Image you submit and can reject any such Image for any reason, including, but not limited to an Image that is illegible, inaccurate or does not meet our image quality standards, and without liability even if we provided you with a confirmation notice. If we reject an Image, you will need to resubmit the Image for processing by us. Your payment history (past or upcoming) will not reflect the rejected Image. You will need to maintain the Eligible Item for which the Image is a replica and not destroy it until you see the full amount of the Eligible Item deposited to your Step Account. Further, we do not have to process the Image if it does not meet our requirement to process such Image which may include, but not limited to: (1) process the Image for payment; (2) correct the Image, any information or data included in such Image and process the corrected Image for payment; (3) process the deposit in another format for payment; or (4) debit your Step Account for the amount of the Image. An Image submitted to us successfully, we will deposit the amount of the Image to your Step Account and such amount will appear on your upcoming or recent Step Account activity; provided, however that this does not meant the deposit is complete. We have the right to further verify the accepted deposit and final payment after such deposit. Again, you will need to ensure that you do not destroy or lose any Eligible Item connected to such deposit until you see the full deposit amount is posted to your Step Account and Step Account statement history.
5. **Eligibility Requirements.** After we receive your transmission, we will review each Image Item to determine if it meets our eligibility standards. Any item that is not an Eligible Item is not permitted to be submitted or transmitted to us for processing. For instance, you may not submit and agree that with each use of the Mobile Deposit Services, you will not submit an Item that (1) cannot be paid in U.S. currency; (2) is not payable to you and payable to someone else; (3) is drawn on a financial institution not located in the U.S.; (4) are money orders, savings bonds, or traveler’s checks; (5) are checks authorized over the telephone and created remotely; (6) never existed in paper form; (7) is not authorized or activated by us prior to being deposited; (8) has been previously deposited or returned to you; (9) is not legible or does not conform to our Image processing standards; (10) contains alterations or that you suspect, or should suspect, are fraudulent, not authorized, suspicious or not likely to be honored; (11) is not dated, post-dated, or more than 6 months old from when such item was submitted to us for processing; or (12) we determine is of a type, in or sole discretion, that we will not accept.

For purposes of these Mobile Deposit Terms, an Eligible Item is a check that is:

- written to the order of you;
- not payable to two or more persons jointly;

- in your physical possession and control when the image is submitted;
- drawn on or payable by a bank, credit union, or other depository institution in the United States;
- payable in United States dollars;
- has complete and accurate fields;
- properly signed or authenticated by the maker;
- for an amount that does not exceed the maximum amount that Step has set for your use of the Mobile Deposit Service nor will cause you to exceed any daily, weekly, monthly, or other limits on the maximum amount that you may submit with Mobile Deposit Service;
- not expired, postdated, or stale-dated dated;
- not a check that has been cashed or deposited previously by you or any other person;
- not altered in any way since it was issued (except for the endorsement required by these Mobile Deposit Terms);
- not marked “non-negotiable”;
- not a remote created check;
- endorsed by you in the designated location and is clearly legible;
- not endorsed by any other person or to any other financial institution;
- not dishonored previously;
- compliant with requirements established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, the rules of any clearinghouse, and applicable law;
- not a traveler’s check, savings bond, or cash; and
- otherwise compliant with any requirements or conditions on the check.

Certain items will not be accepted as Eligible Items, including, without limitation, credit card checks, trust checks, estate checks, and checks payable to a business (including sole proprietorships). You agree to scan and deposit only checks as the term is defined in Regulation CC. If you submit an Image that is not an Eligible Item, 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 reserve the right to decline acceptance of any item, even if it meets the eligibility standards herein. You should not assume that an Image will be an Eligible Item or that it will be accepted for the Mobile Deposit Service. If you need to cash a check immediately, you should have backup check cashing options for situations where the Mobile Deposit Service does not accept your check. In order to use the Mobile Deposit Service, your Step Account must be in active and in good standing.

6. **Mobile Deposit Limits.** There are certain limits, including daily and monthly limits on the dollar amounts of the Images you can submit to us for processing through the Mobile Deposit Service (“**Mobile Deposit Limits**”). You can use the Step App or contact customer service to view the Mobile Deposit Limits. You can find the limits that apply to you in our FAQs at <https://step.com/faq> or within the App (under “Account Limits” in the “Account Information” section). If we believe or suspect that there are Mobile Deposit limits necessary to maintain and/or restore the security of your Step Account or the Mobile Deposit Services, we will not have any obligation to notify you of such necessity. Further, we have the right to add additional limits to your use of the Mobile Deposit Services at any time and in our discretion. If you attempt to process an Image for a deposit that exceeds the Mobile Deposit Limits, we can reject the Image. If we process and permit the Deposit for any Image that includes an amount in excess of the Mobile Deposit Limits, such action will not be deemed to be an approval by us and we have no obligation to allow you to make any other deposits in excess of the Mobile Deposit Limits using the Mobile Deposit Services.

7. **Endorsement of Eligible Items.** For any Image you submit to us for processing, you must retain the original Eligible Item for the Retention Period (as defined below) and take the following steps to prevent an additional or duplicate submission of the original Eligible Item for payment: (1) you will endorse the back of the original Eligible Item before submitting it to us by (a) placing your signature on the back of the original Eligible Item and (b) writing the words “FOR MOBILE DEPOSIT ONLY, TO EVOLVE BANK & TRUST” or as we otherwise tell you (collectively (a) and (b), the “Endorsement”); (2) you will submit both the front and back of the Image; (3) you will write on the original Eligible Item, legibly and prominently, “Void - Electronically Presented”; (4) store and maintain the original Eligible Item in a safe place until you see it post to your Step Account history; and (5) once you have confirmed the item has posted to your Step Account history, you will destroy the Eligible Item by cutting it up or shredding it. We may accept and treat any Image as endorsed even if you submit it without the 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. You agree to follow any and all other procedures and instructions we may establish from time to time to present any Image to us for processing. If there is any discrepancy or error in the amount of the Image submitted by you and the actual amount of the Eligible Item, we may debit or credit your Step Account to adjust for any such error or discrepancy. Upon our request for any reason, including, but not limited to assisting in any clearance and collection process, to resolve any third party claims arising out of or in connection with such item or for our audit purposes, you will promptly provide any stored or retained Eligible Item or a copy of such item sufficient to reflect the front and back of the item.

We may, but are not required to, refuse to deposit any Image 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 Image, and you agree to hold us harmless from any loss, delay, claim or damage which may result. We may require verification of any Endorsement. You acknowledge and agree that a Mobile Deposit made by you using the Mobile Deposit Service is not an Electronic Fund Transfer as the term is defined in Regulation E.

8. **Availability of Deposits.** An Image that is successfully presented to us prior to any business day cutoff time, will be consider the date of your Deposit and if presented after such cutoff time, the next day will be the date of your Deposit. Deposits made through the Mobile Deposit Services are available based on the Funds Availability Policy set forth below and, despite being made through the Mobile Deposit Services, will not be subject to the funds availability requirement of Federal Reserve Board Regulation CC even if we provide you with Regulation CC disclosures or notices. Further, for any Image you submit for us to process through the Mobile Deposit Services, we have the right to place an extended hold on the related Deposit with notice to you. If we do extend a hold on any Deposit, we will let you know when the Deposit will be available for withdrawal. In determining whether to extend a hold on any large Deposit, you agree that we may include in our consideration any Deposits you have made using the Mobile Deposit Services.
9. **Receipt of Items.** We are not obligated to process any Image you submit through the Mobile Deposit Services and we reserve the right to reject or return any unpaid item at our discretion. Further, we will not be responsible for any amount for any Item that we do not receive or for any error in submission of any Image from your Device to us. An Image will only be deemed to be received by us when we receive confirmation of receipt of such Image. However, any confirmation of receipt is not a confirmation that the submission or the Image was not received error-free, complete and/or that we have accepted it for deposit.

10. **Returned and Rejected Images.** If any Image of any Eligible Item or other item is presented to us that is returned or rejected by us unpaid for any reason, including for reason such as duplication of submission or the item has already been deposited with us or anyone else, we have the right to issue an ACH debit to your Step Account or any other deposit account you have with us in the amount of such item, plus any fees connected to such return or rejection as provided for in the Fee Schedule. In addition, we can place a hold on your Step Account for any item you submit if a claim is made regarding the item or we have reason to believe the item you submitted was forged, altered, unauthorized, missing signatures, includes a forged endorsement or, if the item was paid, for any reason for which the item should not have been paid. We can take these actions even if you have made withdrawals against the item. You may request a copy of any returned or rejected Image understanding that we can return such item by any method we choose, including as an image with accompanying data or as a Substitute Check.
11. **Security.** In addition to the security procedures described elsewhere in this Agreement, you are solely responsible for maintaining the confidentiality of your credentials and any other means that you may use to securely access the Mobile Deposit Services and any Device used for such access. If another person's biometric identifier is loaded onto your Device, you must take immediate steps to ensure that the biometric identifier is removed from the Device, otherwise any transaction using such Device by a person who you have granted access to will not be an unauthorized transaction for the purposes of determining liability. Similarly, if you provide your user ID, PIN or password necessary to access your Device, you must take immediate steps to change such user ID, PIN or password to ensure no third party has access to or knows such user ID, PIN or password. Otherwise, any Image submitted for processing using such Device by a person to whom you provide your user ID, PIN or password will not be an unauthorized transaction for the purposes of determining liability. If your PIN, biometric authentication or other passcode is compromised or your Step Account has been used with the Mobile Deposit Services without your permission, or you have a Device and it has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Step Account in connection with the Mobile Deposit Services. You should notify us by calling the number in the app you use to manage your Step Account and Mobile Deposit Services.

It is your responsibility to protect your Device and Step Account against any unauthorized access and any resulting losses or damages from unauthorized access. You will need to take reasonable steps and precautions to protect your Device from unauthorized use, including, but not limited to: (i) keeping your passwords secret, change them regularly and limit the use of such passwords to only persons who have a legitimate need to have and use them; (ii) monitor and supervise any person you permit to use the Mobile Deposit Services on your behalf; (iii) promptly and regularly review your Step Account statements; (iv) notify us immediately of any lost or stolen Device or if you believe there is unauthorized activity involving the Mobile Deposit Services; and (iv) remove anyone who is no longer authorized to use or access the Mobile Deposit Services. You are solely responsible for these security precautions. We will not be obligated or responsible for any of these security precautions.

12. **Disruptions, Modifications and Discontinuance.** From time to time, due to maintenance, updates, technical problems or other reasons, the Mobile Deposit Services may not be available or accessible to you and we are not responsible for such disruption in services. We can change, modify, add to or delete portions of the Mobile Deposit Services in our sole discretion. Your continued use of the services will be deemed your acceptance of any such modifications. In addition, we reserve the right to suspend or discontinue your access to or use of any portion or all of the Mobile Deposit Services immediately or at any time, in our discretion, and without prior notice to you.

13. **Reviews.** We have the right, at any time, to review and audit your use of the Mobile Deposit Services to determine and confirm your compliance with the terms of these Mobile Deposit Terms and this Agreement and any applicable law, rule or regulation. Such review may include a review and inquiry of, but not limited to, your Step Account, an Image, Eligible Item, item, the issuer of any Image submitted through service for processing, your payment and transaction history and any other relevant circumstances, factors or other information as determined by us. By use of the Mobile Deposit Services you agree to such reviews and agree to cooperate in such reviews. You acknowledge that if such review is conducted, we will not be responsible or liable for any delayed, incomplete, insufficient or other negative result in the processing of any Image that is the subject of such review.
14. **Service Fees.** There is no additional charge to you for use of the Mobile Deposit Services, but message and data rates from your Device service provider. We will not be responsible or obligated for any data or message charges incurred by you in use of any Device to access the Mobile Deposit Services.
15. **Service Ownership.** We operate the Mobile Deposit Services; provided, however, Service Provider or its service provider provides you with the technology and services necessary for you to use the Mobile Deposit Services (e.g., the image capture technology) ("**Mobile Deposit Technology**"). The Mobile Deposit Technology is owned and operated by Service Provider and is the property of Service Provider or its third-party licensors. As such, the Mobile Deposit Technology is protected by intellectual property and/or proprietary rights and other restrictions. You are only permitted to use Mobile Deposit Technology in accordance with the terms of these Mobile Deposit Terms, this Step Account Agreement and Service Provider Terms. We reserve all of our rights and interest in the Mobile Deposit Services that are provided and that are not otherwise provided for in these Mobile Deposit Terms and this Agreement. You agree that we are not liable for Mobile Deposit Technology, and any claims you have related to Mobile Deposit Technology will be brought solely and exclusively against Service Provider or its third party licensors.
16. **Retention Period.** After you submit an Image via the Mobile Deposit Service, you agree to securely store the original check for a period of forty-five (45) calendar days from the date of the Image submission (the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized persons shall have access to original checks, (b) the information contained on such checks shall not be disclosed, (c) such checks will not be duplicated or scanned more than one time and (d) such checks will not be deposited or negotiated in any form. If you are unable to produce original or copy of a check for any reason during the Retention Period, we are not responsible or liable for loss that may occur. Upon expiration of the Retention Period, you will destroy, or clearly mark as VOID, the original checks you transmitted unless we have notified you otherwise. You are obligated to ensure that the original checks are not accessed by unauthorized persons.

In order for us to contact you regarding your use of the Mobile Deposit Service, you are responsible to confirm that all your contact information in the Step App is up to date. Be sure to check your email and text messages for messages from us regarding your use of the Mobile Deposit Service.

17. **Representations and Warranties.** Each time that you submit an Eligible Item via the Mobile Deposit Service, you represent and warrant to us that:
 - the paper check you are using to create the Image is an Eligible Item (i.e., it meets all of the eligibility criteria listed above) as of the time that you submit the Image via the Mobile Deposit Service;
 - you have possession of the original paper check and no other person will submit the original check

- for payment;
- all of the information you submit to us in connection with the Image (such as the check amount that you input manually) is true and accurate;
- you have not knowingly failed to communicate any material information to us
- the information in the Image is legible, genuine, and accurate including:
 - the MICR data on the bottom of the check front;
 - the check date;
 - the name of the person to whom the check is written (which must be you);
 - the check writer's signature; and
 - your endorsement on the back of the check;
- files and images transmitted to us will not contain viruses, malware, or any features that may have an adverse impact on our network, data, or systems;
- you will retain a copy of the original check during the Retention Period;
- you will notify us of any suspected errors immediately;
- you will not use (or permit other to use) the Mobile Deposit Service to:
 - interfere with or disrupt the operation of the Step App or the Mobile Deposit Service;
 - conduct or engage in any illegal business or activity, infringe any third party intellectual property rights using the Step App or the Mobile Deposit Service;
 - for any non-personal, business or commercial purpose; or
 - copy, reproduce, modify, alter, bridge, customize, distribute, reverse engineer, disassemble, or create derivative works from the content or technology used to offer the Mobile Deposit Service.

You agree to indemnify and hold us harmless from all losses, expenses, and liability related to any breach of these representations and warranties, and any improper, illegal, or wrongful use of the Mobile Deposit Service.

18. **Funds Availability Policy.** For Eligible Items submitted by you and accepted by us (“Successful Submissions”), our policy is to delay the availability of funds. During the delay, you may not use the funds for transactions, including transactions to: (a) withdraw cash; (b) make a purchase on your Step Card; (c) make a P2P Transfer to another Step user; (d) fund a transfer to a Linked External Account; or (e) initiate a transaction for cryptocurrency or an order to purchase securities (if applicable).
19. **NO WARRANTIES.** WITHOUT LIMITING ANY OTHER DISCLAIMERS SET FORTH IN THIS AGREEMENT, WHEN YOU USE THE MOBILE DEPOSIT SERVICES OR MOBILE DEPOSIT TECHNOLOGY, YOU AGREE THAT YOU ARE USING SUCH SERVICES “AS IS” AND “AS AVAILABLE”. SUBJECT TO APPLICABLE LAW, WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE MOBILE DEPOSIT SERVICES, MOBILE DEPOSIT TECHNOLOGY OR YOUR USE OF THE MOBILE DEPOSIT SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICES WILL BE AVAILABLE, TIMELY, SECURE OR ERROR FREE.
20. **Other Agreements.** Your access to or use of the Mobile Deposit Services or Mobile Deposit Technology could be affected by any other agreement you have with other parties that enable you to use the service, including with any party that supports or provides service to your Device. We have no responsibility under these other agreements and such agreements will not change your obligations and duties you have under these Mobile Deposit Terms and your Step Account Agreement.

E. Withdrawals and Transfers

- 1. Available Balance.** You may withdraw or transfer all or any part of the Available Balance in your Secured 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 Secured Account or Wallet by using the Step App. We determine your **Available Balance** by taking your previous day's balance, plus any pending transactions that credit your Secured 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 III.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 Secured Account, you authorize us to make the transaction selected. Withdrawals may be made in U.S. dollars by using the Step App to authorize a transfer of funds to a Linked External Account, to make payments on your Card, to make a P2P Transfer (defined below) 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 Secured 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 Secured 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 Secured 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 Secured 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 Secured Account or has authority to make withdrawals (including Authorized Users) may, acting alone, withdraw or transfer all or any part of your Secured 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 Secured 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 Secured 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 Secured 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 Secured 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 Secured 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 Secured 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 Secured Account.

F. Overdrafts.

1. **General.** Our general practice is to decline to pay any transaction that would cause an overdraft

on your Secured Account (*i.e.*, your Available Balance or ledger balance in your Secured Account or a Wallet is less than the amount of that item plus all other items received but not yet paid) (an “**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 Secured 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 Secured Account and maintain an Available Balance of at least \$0.00 in each Wallet in your Step Account.

2. **Our Responsibility to Pay Overdrafts.** You are liable for any Secured 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 Card and Card 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. Failure to pay an Overdraft may result in a Past Due Status on your Card Account. If your Card Account has a Past Due Status, we may close your Step Account. We may also apply funds in your Secured Account, including any funds held in Savings Goals, to cure a negative Available Balance in any Wallet and/or any outstanding Step Card Balance. You authorize us to use the money from any subsequent deposits to your Secured Account to pay any Overdraft or apply the deposit to cure a negative Available Balance in any Wallet or to any outstanding Step Card Balance. Subsequent deposits include any federal or state benefit payments that you choose to deposit in your Secured 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.
3. **Bank Paid Overdrafts.** While we generally decline to extend payment for any transaction that overdraws your Secured Account, if you qualify for a Step Borrow under the Step Borrow Terms and Conditions set forth in Section III.G below, we may agree to pay a transaction that causes an Overdraft or negative Available Balance in Secured Account or Wallet.

G. Step Borrow Terms And Conditions.

The following terms and conditions govern the use of Step Borrow (as that term is defined below) and only applies to you if you qualify and we approve you to participate in Step Borrow subject to the follow terms and conditions (“**Step Borrow Terms and Conditions**”):

1. **General.** Subject to our approval, we may offer you the ability to borrow additional funds from your existing line of credit that is associated with your Step Card (each advance of funds over your Spending Limit, a “**Step Borrow**”). If eligible, you will be provided a Step Borrow offer of a certain amount of money (“**Step Borrow Offer**”). By accepting the Step Borrow Offer, signing up for, or using Step Borrow, you agree to these Step Borrow Terms and Conditions. Once you accept the Step Borrow Offer, you can make purchases on your Step Card that would exceed your Spending Limit and the amount you have in your Secured Account, up to the Step Borrow Offer

amount, subject to applicable limits set forth in Section IV.A.5 and the Agreement. Then, you pay us back later using funds deposited in your Secured Account, as described in Section IV.A.6.

2. **Qualifying for Step Borrow.** Not all users qualify for Step Borrow. In order to qualify, you must meet our criteria, and we may require certain conditions to be met such as a minimum direct deposit amount and frequency. To qualify, (1) you must be over 18 years of age; (2) at a minimum, your Step Account must be in good standing (i.e., account is not delinquent, overdrawn, or otherwise past due on any accounts); and (3) receive a minimum number and/or dollar volume of monthly direct deposits on a recurring basis. Qualification criteria may change in our sole discretion, subject to applicable law.
3. **Signing up.** If you meet the criteria to qualify for Step Borrow (set forth in Section IV.A.2 above) subject to our approval, you are required to accept these Step Borrow Terms and Conditions to be able to use Step Borrow. You may use the App to turn Step Borrow “on” or “off” at any time. When Step Borrow is turned “on” and if you have accepted a Step Borrow Offer, you agree to be bound by these Step Borrow Terms and Conditions and you authorize and direct us to automatically make a Step Borrow, subject to applicable limits when you make a purchase using your Step Card that exceeds your Spending Limit. When Step Borrow is turned “off,” for any transaction that you make using your Step Card that would cause you to exceed your Spending Limit, our general practice is to decline the transaction. If you turn off Step Borrow after having borrowed any money (i.e., when your Spending Limit is negative), you will still be responsible for repayment of the borrowed money subject to Section IV.A.7 of these Step Borrow Terms and Conditions. If we do not decline the transaction, you will be required to repay us for the transaction as set forth in Section II.D of your Agreement.
4. **How it Works.** If you qualify and are approved by us to use Step Borrow, once you accept a Step Borrow Offer, the amount of the Step Borrow Offer remains available to be borrowed for purchase(s) on your Step Card that would exceed your Spending Limit. If you had not yet exceeded your Spending Limit prior to making a purchase, the amount of the Step Borrow will be the portion of the purchase price that exceeds your Spending Limit (up to the limit of the amount of the Step Borrow Offer). For example, assume you were offered and accepted a Step Borrow Offer of \$100 -- if your Spending Limit was \$10, but you make a \$50 purchase, you will obtain a Step Borrow for \$40. If you had already exceeded your Spending Limit, the amount of Step Borrow will be equal to the amount of the purchase if the amount of the purchase is lower than the Step Borrow Offer. However, if your Spending Limit was \$10 and you try to make a purchase in excess of your Step Borrow Offer plus your Spending Limit (for example, a \$120 purchase), the attempted transaction would be declined because the total Step Borrow would be greater than your Step Borrow Offer of \$100 plus the Spending Limit of \$10 (your purchase in this scenario would exceed the \$110 available to you to make the purchase by \$10). When you obtain a Step Borrow, your spending balance shown in the App will appear negative reflecting the amount borrowed. This shows that your outstanding Step Card Balance exceeds your Available Balance in your Secured Account.

In order to continue using Step Borrow, you must restore your Available Balance to at least \$0 within thirty (30) days after you first use any funds available in any given Step Borrow Offer, by depositing funds in your Secured Account. You must repay each Step Borrow as set forth in Section IV.A.7.

5. **Total Borrow Limit; Available Borrow Limit.** When you sign up for Step Borrow from a Step Borrow Offer, we will tell you your “**Total Borrow Limit**” which will be determined based on

your recurring direct deposit averages. The Total Borrow Limit is the maximum total amount you may borrow during each interval of time between (and including) the date on which you first borrow from your Total Borrow Limit, and ending when you deposit sufficient funds in your Secured Account to restore your Spending Balance to at least \$0 (each, a “**Borrow Term**”). You may obtain more than one Step Borrow, provided that the total amount of all Step Borrows you obtain during any Borrow Term does not exceed your Total Borrow Limit, and your total Step Card Balance on your Step Card does not exceed your Credit Limit (including any Step Borrow offers) at any time. Even if you deposit additional funds to your Secured Account and your Spending Balance is no longer negative, you may not make any transactions that would cause you to exceed your Total Borrow Limit during any Borrow Term.

6. Your “**Available Borrow Limit**” is the maximum dollar amount of a Step Borrow that you may obtain at any point in time. Your Available Borrow Limit is equal to the amount of your Total Borrow Limit, less the amount of Step Borrows you obtained since your Spending Balance last had a balance of at least \$0 (“**Outstanding Borrows**”). When you restore your Spending Balance to at least \$0, the Step Borrows you previously obtained will no longer be considered Outstanding Borrows and your Available Borrow Limit will increase by the amount of your deposit, up to your Total Borrow Limit. You may not make any transaction that would cause you to exceed your Total Borrow Limit. You can see your Available Borrow Limit in the App.
7. **Overdraft from your Secured Account.** You understand and agree that Step Borrow allows you to borrow more money on your line of credit on your Step Card than you have in your Secured Account. As a result, when you make your monthly routine payment on your Step Card (either manually or through auto pay), as set forth in the Agreement or your Smart Pay Agreement, this may result in an overdraft on your Secured Account which will be restricted to the amount of your Step Borrow Offer (“**Borrow Overdraft**”). We will not charge you insufficient funds fees or overdraft fees if there is a Borrow Overdraft to your Secured Account. If you have insufficient funds in your Secured Account to remit payment of the amount of your Step Borrow by the Borrow Due Date (as defined below) or the payment date under the Smart Pay Agreement, you agree to repay the Borrow Overdraft in accordance with the terms of Section IV.A.7. Even if you remit payment in accordance with these Step Borrow Terms and Conditions, there still may be instances where your Secured Account can become overdrawn. For example, if a deposit is returned or if a merchant settles a Card transaction for an amount greater than the card authorization. In such an event, this may impact your Available Borrow Limit and such overdrafts will be subject to the same terms and conditions under the Agreement.
8. **Repayment.** You agree to repay all Step Borrows you obtain under this Agreement and amounts you owe us in connection with Step Borrow. Purchases made on your Step Card which are funded by Step Borrow(s) are required to be paid the same way as other purchases made using your Step Card, as set forth in Section II.D of the Agreement. Repayment of your Step Borrow (and any associated Borrow Overdraft under Section IV.A.6) happens as follows:
 - **Secured Account Off-Set.** You grant us a right of offset against any of your funds in your Secured Account to satisfy your payment obligations to us in connection with Step Borrow. That means that any deposits (direct deposits, one time deposits through P2P or other types of transfers, transferring funds to your Secured Account from your Savings Goal pursuant to the Savings Goals terms under the Agreement or, an external funding source, etc.) made into your Secured Account will be used to offset the negative balance in your Secured Account.
 - **Insufficient Funds.** If you have insufficient funds in your Secured Account to make a payment

by the Due Date under the Agreement or your payment date under the SmartPay Agreement, we will still attempt to debit your Secured Account for the amount of the payment you owe or have authorized in accordance with Section II.D. You must promptly deposit funds to your Secured Account to cure the negative balance or Borrow Overdraft, but in no event later than thirty (30) days (along with an additional grace period we may offer you) after the first Step Borrow you obtained since your Available Balance was most recently at least \$0 (“**Borrow Due Date**”). If you fail to do so, we may place your Card Account in a Past Due Status, and we may, at our discretion, suspend or terminate your ability to use Step Borrow and other features of your Step Account. If your account remains in Past Due Status for a period of ninety (90) days or more, we may close your account in accordance with the terms set forth under Sections V.B.2 and V.B.3 of the Agreement. If your account has been closed, you may still contact us at safety@step.com to repay your outstanding Step Borrow balance, and we will consequently report the payment as received to the applicable credit bureaus (if we had previously submitted a negative credit report). Once you accept a Step Borrow Offer, funds contributed to Savings Goals (or any other deposit or savings accounts we may offer you in the future) will be held as collateral against any purchases made under Step Borrow. If your Card Account is placed in a Past Due Status, we may use those funds in your Savings Goals (or any other deposit account you have with us) to satisfy any payment obligations you have to us in connection with Step Borrow.

9. **Changes to your Total Borrow Limit; Suspension; Termination.** We may offer you the ability to increase your Total Borrow Limit from time to time. You must affirmatively accept our offer and agree to be bound by these terms and conditions for any such increase. We also reserve the right to reduce your Total Borrow Limit for any reason at any time, subject to applicable law. We may terminate or suspend your use of Step Borrow, or refuse to provide any Step Borrow, or close your Step Account as needed, if we suspect that there is fraud, a breach of the Agreement, prior history of Past Due Status resulting from a Step Borrow or other credit product offered by us to you, a violation of applicable law, or other misuse of Step Borrow, for any reason set forth in the Agreement, and for any reason in our reasonable discretion, in accordance with applicable law.
10. **Definitions.** Terms not defined herein shall have the same meanings set forth in the Agreement. The term “Agreement” shall mean the Step Account Agreement governing your Step Account.
11. **Incorporation by Reference.** These Step Borrow Terms form a part of, and are incorporated by reference into, the Agreement. Your use of Step Borrow is subject to all of the terms and conditions applicable to your Step Account and your use of related services, as set forth in the Agreement. A breach of these Step Borrow Terms constitutes a breach of the Agreement.

H. 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 Secured 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.

I. Person to Person (P2P) 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 Secured 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 Secured 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 username 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 Secured 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 Secured 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. You may contact support@step.com to initiate a Stop Payment request.
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 Secured Account or any incoming deposit to your Secured 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 Step 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 Secured Account or Sub-Account, using an accepted payment method. The Step 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 Secured 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 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.
9. **Sub-Deposit Secured Accounts.** We will, from time to time, place your funds provided to us in a Sub-Deposit Secured Account. You hereby direct Bank, as agent for you and at your written direction (as set forth herein), to open and maintain in Bank's Trust Department and/or with other financial institutions (each, an "Insured Depository Institution" and collectively, "Insured Depository Institutions") a deposit account or omnibus custody account (individually and collectively, "**Sub-Deposit Secured Account**") in the name of Bank (for your benefit), and to deposit in the Sub-Deposit Secured Account from time to time (at Bank's discretion) all or some moneys you may deliver to Bank from time to time for credit to the Secured Account. The owner of the Sub-Deposit Secured Account is Bank as agent and custodian for you and ownership will be evidenced by a book entry in records maintained by us. You authorize us to act as your agent with

respect to establishing, maintaining, and administering the Sub-Deposit Secured Account, and you authorize us to take any action necessary to establish, maintain, and administer the Sub-Deposit Secured Account and to initiate transfers to and from your Sub-Deposit Secured Account and Secured Account as we may determine in our sole discretion.

Bank, in its sole discretion, may divide the funds deposited into the Secured Account into one or more separate Sub-Deposit Secured Account to be managed by Bank. As your agent, Bank will determine the amount of funds to deposit in and withdraw from each Sub-Deposit Secured Account, subject to the terms herein. You consent to the assets deposited in the Sub-Deposit Secured Account with the Bank's Trust Department being considered trust assets of the Trust Department. No evidence of ownership related to the Sub-Deposit Secured Account will be issued to you, and you will not receive any written confirmation of the establishment of the Sub-Deposit Secured Account or transfer of funds to or from the Sub-Deposit Secured Account. All deposits to your Sub-Deposit Secured Account and withdrawals from the Sub-Deposit Secured Account necessary to satisfy any debits to or withdrawals from your Secured Account will be made by us, as your agent.

The depositing of your funds into the Sub-Deposit Secured Account will not increase your FDIC deposit insurance coverage. You authorize us to execute and deliver or file on your behalf all appropriate receipts, agreements, releases, and other instruments, including whatever agreements may be required to establish and maintain the Sub-Deposit Secured Account or to establish your ownership interest in the Sub-Deposit Secured Account. Notwithstanding anything to the contrary, you acknowledge and agree that the funds deposited in your Secured Account and transferred to the Sub-Deposit Secured Account may be used by us and/or each Insured Depository Institution as a source of funding and for investment; provided, however, we will only invest such funds in certain securities, equities, and debt (e.g., U.S. Treasury Bills, U.S. or state issued or guaranteed securities, corporate bonds, mutual funds, exchange traded funds, etc.), or any other investments or assets permitted by applicable law.

For the avoidance of doubt and notwithstanding any other provision herein, Bank and each Insured Depository Institution intend to (and you authorize each such party to) use deposits in the Secured Account and/or Sub-Deposit Secured Account each such party holds to fund current and new businesses, including lending activities and investments, without benefit to you (and for their respective benefit). You acknowledge and agree that the Sub-Deposit Secured Account and any investments made by us in connection with the Sub-Deposit Secured Account will earn no interest or fees for you, and that we may collect any interest, investment returns, and/or fees in connection with a Sub-Deposit Secured Account or any investment contemplated herein for the exclusive benefit and account of Bank and/or Insured Depository Institutions (if applicable). However, the funds you deposit with us in your Secured Account will be made available to you in accordance with this Agreement (and regardless of the performance of any of our loans or investments, subject to FDIC insurance limitations).

You further acknowledge and agree the income that we and/or an Insured Depository Institution earn through our respective lending and investing activities may be greater than the interest earned by you pursuant to the Secured Account Agreement (if any), and that we and Insured Depository Institutions may also receive other financial benefits in connection with the funds in your Sub-Deposit Secured Account. Our placement of funds in the Sub-Deposit Secured Account may reflect considerations of federal and state law, our funding needs and funding needs of Insured Depository Institutions, general economic conditions, or other factors determined by us in our sole discretion. We may place funds to enhance our business objectives and for balance sheet management purposes without any benefit to you. We are under no obligation to place your funds with an Insured

Depository Institution. Subject to applicable law, your only rights with respect to the Sub-Deposit Secured Account are to demand we repay you all amounts in your Secured Account that were deposited with us, including those transferred to the Sub-Deposit Secured Account from your Secured Account. The Sub-Deposit Secured Account may not be transferred to another institution, except by us or the Insured Depository Institution. You may terminate our role as your agent hereunder by providing us with thirty (30) days' prior written notice, such notice to be sent to 120 Hawthorne Ave, Palo Alto, CA 94301 . Any termination will result in a return of funds in accordance with law and closing of your Secured Account and any Sub-Deposit Secured Account opened specifically for you.

Each Sub-Deposit Secured Account at each Insured Depository Institution constitutes an obligation of the Insured Depository Institution and is not directly or indirectly an obligation of Bank. You can obtain publicly available financial information concerning each Insured Depository Institution at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Arlington, VA 22226, or by phone at 1-877-275-3342. We do not guarantee in any way the financial condition of an Insured Depository Institution or the accuracy of any publicly available financial information concerning an Insured Depository Institution. We may provide your name, tax identification number, and other pertinent identifying information to Insured Depository Institution, and other parties providing services in connection with the placement of your funds and the establishing and holding of the Sub-Deposit Secured Account. Although there are two or more accounts associated with your funds (the Secured Account and the Sub-Deposit Secured Account), your Secured Account is treated as a single account for reporting deposits and withdrawals, as well as for tax reporting, balance requirement, service charge, and monthly statement (which will reflect the total balance in your Secured Account and each Sub-Deposit Secured Account, excluding any interest or amounts owed or belonging to us or any Insured Depository Institution). The existence of the Sub-Deposit Secured Account will not change the manner in which you use, obtain information about or earn interest (if any) on your Secured Account. Transfers to and from the Sub-Deposit Secured Account will not appear on your monthly statement. We are responsible for the accuracy of your Secured Account statements, not the Insured Depository Institutions.

J. Interest Charges. There are no Interest Charges on your Secured Account.

K. Negative Balance. Each time you initiate a transaction using your Secured Account, you authorize the Bank to reduce the funds available in your Secured Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Secured Account through an individual transaction or a series of transactions (creating a “**negative balance**”). Nevertheless, if any transaction causes the balance in your Secured Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in **Exhibit 1** (Fee Schedule). We reserve the right to bill you for any negative balance or to recoup such negative balance from your Secured Account or any other account you have at the Bank. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to terminate your Secured Account if you create one or more negative balances. If you fail to pay us amounts owed under this Agreement, we may refer your Secured Account, and collection of amounts owed, to a collection agency.

C. Death, Incapacity, or Termination. You agree to notify us immediately if a Secured Account owner on your Secured Account or if you, through a representative, dies or is declared legally incompetent. In the case of an individual Secured Account, if we have reason to believe the Secured Account owner has died or has been declared legally incompetent, we may place a hold on the Secured Account to retain funds

and refuse all transactions until we know and have verified the identity of the successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Secured Account. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. Until we receive notice and any required proof of death or incompetence, we may act as if all owners are alive and competent. In the event we receive written notice from a personal representative, executor, administrator, conservator, or guardian purporting to represent you or your estate, we shall be entitled to rely on all information supplied and representations made in such written notice to the full extent permitted by applicable law. If certain payments originating from government entities are deposited into your Secured Account after your death, we may be required to return those payments to the originator upon notice. If we have any tax liability resulting from us paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated, or any notices of death or incapacitation that we receive.

- D. Dormancy and Unclaimed Property.** State laws (called “escheat” or unclaimed property laws) require us to close your Secured Account and transfer your money to the state if your Secured Account is dormant for a period of time as defined by your state of residence. State and federal law and our policy govern when your Secured Account is considered dormant. Your Secured Account is usually considered dormant if you have not accessed your Secured Account, communicated to us about your Secured Account, or otherwise shown an interest in your Secured Account within the period of time specified under applicable law. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Secured Account to the state of your last known address or, if not in the U.S., the state in which we reside. We will make all reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Secured Account to the applicable state. After we surrender the funds to the state, we have no further liability to you for those funds and you must apply to the appropriate state agency to reclaim your funds. You can avoid the transfer of your money to the state simply by signing into your Secured Account, transacting periodically, or contacting us, or replying to any abandoned property correspondence. If your Secured Account becomes dormant, you may no longer receive statements, but you can still view your accounts online. If your Secured 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.
- E. TIN/Backup Withholding.** We are required by federal law to obtain a valid SSN or a correct individual taxpayer identification number (“**TIN**”) for each Secured Account owner so that we can correctly report any interest you have earned to the relevant tax authorities (if your Secured Account is an interest-bearing account). Accordingly, you must certify your Social Security Number or TIN as part of opening a Secured Account. If you do not provide us with and certify a valid Social Security Number or TIN within the time period specified 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 Secured 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. In some states, we may also be required to withhold taxable interest for state taxes.

IV. SECURITY AGREEMENT

This Security Agreement (“**Security Agreement**”) relates to your Step Card and Card Account you have with Evolve Bank & Trust. The terms of this Security Agreement are incorporated by reference into the Agreement as if set forth there in full. If any conflict exists between this Security Agreement and the Agreement, then the Agreement shall govern. Any defined terms not defined under this Security Agreement shall have the meaning prescribed to them under the Agreement.

- A. Secured Account.** In consideration of and as a condition to our opening and permitting you to use the Step Card and Card Account and for other good and valuable consideration, You are arranging for certain Secured Funds to serve as a security for your Card Account by providing the authorization in Section 2 (Your Grant of Security Interest). You authorize us to open an account at Bank in your name and under our exclusive control the (“**Secured Account**”). The Secured Account and the Secured Funds shall be under the Bank’s exclusive control. No portion of the Secured Funds may be withdrawn from the Secured Account without our prior express approval and may not be used to secure other loans. Pursuant to this Security Agreement you agree that you are irrevocably and unconditionally conveying all of your possession and control over the Secured Account and Secured Funds to us.
- B. Your Grant of Security Interest.** By signing and/or submitting an application for a Step Card and Card Account, You hereby furnish, grant, pledge and assign to us, a first priority security interest in all of your right, title and interest in any Secured Account, any and all Secured Funds, and any and all rights to receive payment in respect of the Secured Account and/or the Secured Funds, any funds contributed to Savings Goals, whether now existing, hereafter acquired or arising, including all proceeds of and additions to any and all of the foregoing (collectively, the “**Collateral**”), to secure your prompt payment and performance of all of your obligations arising under this Agreement or otherwise pursuant to your Card Account, whether now existing or hereafter arising (including, without limitation, your obligation to make payments to us, when due, for every transaction made with your Step Card and Card Account by you, an Authorized User, or any other person that you or an Authorized User permits to use your Step Card and Card Account (“**Security Interest**”).
- C. Our Right to Exercise the Security Interest.** You agree to take any action we request to perfect or protect our first priority 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 state of Tennessee) whether *Article 9* applies by its terms or not. If you are in default under the Agreement or with respect to your Card Account, you authorize us at any time, and without notice, to withdraw all or any portion of the Secured Funds from the Secured Account and apply them to reduce your obligations, and you further acknowledge and agree that, in addition to all other rights and remedies provided for herein, we shall have the right to exercise in respect of the Collateral all the rights and remedies of a secured party upon default under any applicable law and without the requirement of notice to you (which notice is hereby expressly waived to the maximum extent permitted by applicable law). Any such application of Secured Funds will not waive or reduce any other amounts due under the Agreement or in respect of the Card Account. You will continue to be responsible for making payments as required under the Agreement and for repaying any outstanding obligations. Our rights under this Security Agreement are in addition to any others we have under the Agreement, and applicable law, rule or regulation. We do not have to give you any prior notice to apply the Secured Funds in your Secured 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 Secured Account to secure all amounts you owe us under this Agreement. This right of setoff does not apply to your Secured 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. If any part of the Security Agreement is invalid, the rest of the Security Agreement will remain in effect.

- D. 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 Step Card, an equivalent amount of funds in the Wallet associated with that Step Card will be the funds used to secure such transaction and will be classified as “**Spent Money**”. The Spent Money will remain in your Secured Account and Wallet. When you make a payment on your Step 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 Secured 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 in Section II.A.2.a) and total of other transactions on your Secured Account do not exceed the Available Balance (defined in Section III.B.1) in your Secured Account at any given time, (2) the Step Card Balance on any Step Card does not exceed the Available Balance in the Wallet associated with the same Step Card and Sub-Account; and (3) to preserve our rights under this *Security Agreement*.
- E. YOU MAY LOSE FUNDS IN YOUR SECURED 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 Secured 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 applicable 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.
- F. Legal Proceedings.** You represent that (a) there are no current lawsuits or bankruptcy proceedings that might affect our interest in your Secured Account; and (b) you have not and will not attempt to transfer any interest in your Secured Account to any other person or offer your Secured Account as collateral or security for any other obligation. If any person seeks to attach your Secured Account, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Step Card Balance (defined in Section II.A.2.a), immediately payable and apply the funds in your Secured 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.
- G. Return of Secured Funds.** If we determine that you qualify for return of any Secured Funds from the Secured Account, we will return these Secured Funds to your Linked Account or by any other method we deem sufficient. If your Card Account is closed, we will return any excess Secured Funds that remain in the Secured Account after repayment of all obligations. We generally return these excess Secured Funds within ten (10) days after the end of the second Cycle following the time that Secured Funds are initially applied to reduce your obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Card Account. In the event of your death, we will not release Secured Funds on deposit unless all obligations have been repaid and all legal documents we require are delivered to us.
- H. Right of Withdrawal.** You authorize us to limit your ability to withdraw or transfer all or part of the funds in your Secured Account. We will have the right to withdraw funds owed and unpaid by you on your Card Account from the Secured Account as permitted under this Security Agreement.

I. FUNDS AVAILABILITY DISCLOSURE

- 1. PURPOSE.** The information here describes our policy of holding deposited items in a Secured

Account before funds are made available to you for withdrawal.

2. 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 Secured Account using these funds.

- i. The length of the delay is counted in Business Days from the day we receive your deposit.
- ii. If you make a deposit before **1:00 PM Eastern Time** on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after **1:00 PM Eastern Time** or on a day that is not a Business Day, we will consider the deposit made on the next Business Day.
- iii. **Same Day Availability.** Electronic direct deposits (e.g., ACH, person-to-person transfers, and other EFTs your Secured Account supports) will be available on the day we receive your deposit.
- iv. **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 \$225.00 of check deposits.
 - Cash deposits that are not made in person to an employee of Evolve Bank & Trust.
- v. **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.
- vi. **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 Secured Account repeatedly in the last six months; or ● There is an emergency, such as failure of communications or our systems.
- vii. 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.
- viii. **Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your Secured Account is open.
 - Funds from electronic direct deposits to your Secured 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.
- ix. **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 Secured 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.
- x. **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.

J. ELECTRONIC FUND TRANSFER DISCLOSURE

1. **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 Secured Account. EFTs are transactions that are processed by electronic means and include, amongst others, ACH transfers and transactions. This section provides you with information and important disclosures and terms about the EFTs that are permitted on your Secured Account. You may also receive additional services from Service Provider through the Step App that allows you to initiate EFTs to and from your Secured Account that are not described in this Agreement. You will be provided separate agreements and disclosures applicable to those services from Service Provider.
2. **Types of Available EFTs**
 - i. **Online ACH Transfers.** You may use the Step App and request ACH transfers to your Step Account from a Linked External Account.
 - ii. **P2P Transfers.** You can make or receive transfers between your Secured Account from the Secured Account of another Step user, using the person-to-person transfer services (“**P2P Transfer**”) provided in the Step App. P2P Transfers are subject to additional terms and conditions.
3. **Limits on the Type, Frequency or Amount of EFTs.** All EFTs are subject to limits. The transfer limit depends on the EFT type. ACH transfers to external accounts are subject to limits on the dollar amount of electronic transfers between your Secured Account and any external account at other financial institutions, including a Linked External Account. Your Secured Account may be subject to limitations on the amount or number of withdrawals that you may make from your Secured Account, including EFTs. Please see Article III 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 Secured Account, we may suspend your use of EFTs, as permitted by law. All limits described herein are designed to be flexible in order to protect the security and integrity of the service and accounts, including the Secured Account, as well as you and all other uses of the services. These limitation may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the services and all Secured Accounts and may be modified at our sole discretion without advance notice.

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

5. **Documentation of Your EFTs**

- i. **Periodic Statements.** All EFT transactions will be reported on your periodic statement. See Section I.A.8 of this Agreement for more information.
- ii. **Direct Deposits or Preauthorized Credits.** If you have arranged to have direct deposits made to your Secured Account at least once every 60 days, from the same person or company, including your employer, we 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 or you can check if the deposit has been made by reviewing your transaction history on in the Step App.
- iii. **Confirmation.** You may call us at 1-877-927-2562 or write to us at Support@step.com to find out whether any EFT you request was successfully completed.

6. **Preauthorized and Other Regular (Automatic) Payments**

- i. **Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your Secured 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 3 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 6 months from the date of your stop-payment request, and you may be required to renew it in order to ensure its continued effectiveness.

- ii. **Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop a preauthorized payment 3 Business Days or more before the payment is scheduled to be made and we do not do so, we will be liable for your losses or damages. To extent permitted by law, our liability for losses and damages may be limited to actual damages that you have sustained

if the failure to stop payment was due to a bona fide error.

- iii. **Notice of Varying Amounts.** If you have authorized regular payments out of your Secured 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.
 - iv. **Our Refusal to Pay a Pre-Authorized or Other Regular (Automatic) Payment.** We reserve the right to refuse to pay a regular (automatic) payment transfer, for example, if your Secured 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 to request information about a refusal by us to pay a regular (automatic) debit.
 - v. **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.
7. **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 Secured 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 Secured 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 Secured Account without your authorization.

If you DO NOT tell us within two Business Days after you learn of the loss 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.

8. **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.

- i. Tell us your name and your Step Account number (if any).
- ii. 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.
- iii. 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 Secured 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 Secured 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 Secured Account for the amount you think is in error.

We will tell you the results within 3 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.

9. **Our Liability for Failure to Make a Transfer.** If we do not complete a transfer to or from your Secured 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:
 - i. If, through no fault of ours, you do not have enough money in your Secured Account to make the transfer.
 - ii. If the transfer would go over the credit limit on your overdraft line of credit, if you have one.
 - iii. 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.
 - iv. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
 - v. the Secured Account is inactive or dormant or has been revoked due to inactivity or at our discretion.
 - vi. The funds in your Secured Account are subject to a Legal Action or other encumbrance restricting the transfer;
 - vii. There may be other exceptions stated in this Agreement.
10. **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*.

11. **Confidentiality.** We will disclose information to third parties about your Secured Account or the transfers you make:
 - i. Where it is necessary for completing transfers or transactions;
 - ii. In order to verify the existence and condition of your Secured Account for a third party, such as a credit bureau or merchant;
 - iii. In order to comply with government agency or court orders;
 - iv. To persons authorized by law in the course of their official duties;
 - v. To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
 - vi. In order to collect fees or funds you may owe us;
 - vii. To verify your identity and determine if we should open and keep open a Secured Account for you, utilizing identity verification services provided to us by third parties.
 - viii. As disclosed in our Privacy Policy; and
 - ix. If you give us your written permission.

12. **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.

13. **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.

V. LEGAL PROCESSES, DISPUTE RIGHTS AND ARBITRATION AGREEMENT

- A. Legal Processes and Claims Against you or your Secured Account or Card Account.** If we receive a levy, attachment, execution, garnishment, tax withholding order, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture, or other similar order (“**Legal Process**”) against you, any party to your Secured Account or Card Account, or against your Secured Account or Card Account, we may accept and comply with such Legal Process whether it was served to us in person, by mail, by facsimile, by email, or at one of our locations (other than where your Secured Account or Card Account, property, or records are held). You direct us not to contest the Legal Process; provided, however, we are under no obligation to contest any Legal Process. Subject to any law or government authority prohibiting such disclosure, we may, but are not required to, send notice to you of the Legal Process. We may refuse to permit withdrawals or transfers from your Secured Account, or purchases or other transfers from your Card Account, until the Legal Process is dismissed or satisfied. We may hold and turn over funds or other property to the court or creditor as directed by the Legal Process, subject to our right of set-off and security interest in the funds or other property. You are responsible for any losses, costs, or expenses we incur as a result of any Legal Process involving you, any party to your Secured Account or Card Account, or your Secured Account or your Card Account.

If we receive a claim against the funds in your Secured Account or Card Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Secured Account or Card Account, we may, in our discretion: (1) place a hold on your Secured Account or Card Account and refuse to process any transactions or deposits until we are satisfied that the dispute is settled; (2) close your Secured Account and Card Account and send any balance(s) to the named account holder(s); (3) require a court order to act; or (4) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

We may charge your Secured Account or Card Account a fee for each Legal Process or claim involving you, any party to your Secured Account or Card Account, or your Secured Account or Card Account. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any Legal Process or claim related to your Secured Account or Card Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys’ fees. We may deduct these fees and expenses from your Secured Account or Card Account, or any account you have with us, without prior notice to you.

We may produce or provide access to property, including documents, that are located in or at any of our locations or facilities or at any facility of a third party holding such property or documentation on our behalf, even if the facility or location is not subject to being searched per the Legal Process.

We have no liability to you if we accept and comply with a Legal Process as provided in this section or by law.

B. Arbitration and Waivers.

THIS SECTION ON ARBITRATION AND WAIVER OF CLASS ACTION DOES NOT APPLY TO YOU IF YOU ARE COVERED BY THE MILITARY LENDING ACT NOR DO ANY OF THE PROVISIONS IN THIS AGREEMENT THAT WAIVE ANY RIGHT TO LEGAL RECOURSE UNDER ANY STATE OR FEDERAL LAW TO THE EXTENT REQUIRED BY THE MILITARY LENDING ACT.

THIS ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. PLEASE READ THIS SECTION V.B (ARBITRATION AND WAIVERS) CAREFULLY. For a dispute subject to arbitration, neither you nor

we will have the right to: (A) have a court or a jury decide the dispute; (B) engage in information gathering (discovery) to the same extent as in court; (C) participate in a class action in court or in class arbitration; or (D) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court.

- 1. Definitions.** If you have a dispute with us or our Service Provider, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this section. A “claim” or “dispute,” as used in this Section V.B (Arbitration and Waivers), is any unresolved disagreement between you, us and/or our Service Provider, arising from or relating in any way to the Secured Account, the Card Account, or this Agreement. The terms “claim” and “dispute” are to be given the broadest possible meaning that will be enforced and include, by way of example and without limitation, any disagreement relating in any way to your Secured Account, Card Account, or any additional account; to services offered in connection with a Secured Account or Card Account, or any other services offered pursuant to this Agreement; to your use of any of our banking products or services; to any means you may use to access your Secured Account(s) or Card Account(s); to any advertisements, promotions, or oral or written statements related to the Secured Account or Card Account; to the benefits and services related to a Secured Account or Card Account; or to your approval, establishment, or enrollment for a Secured Account or Card Account. Claims also include disagreements about the meaning, application, or enforceability of this arbitration agreement. As solely used in this Section V.B (Arbitration and Waivers), “we” or “us” shall include the Bank, its affiliates, and their successors, employees, directors, officers, and agents. In addition, “we” or “us” shall include Service Provider, any third party, their respective subsidiaries, affiliates, licensees, predecessors, successors, and assigns using or providing any product, service, or benefit in connection with this Agreement or any Secured Account or Card Account if, and only if, such third party is named as a co-party with us (or files a claim with or against us) in connection with a claim asserted by you. The terms “you” or “yours” shall mean each Secured Account or Card Account owner or cardholder and all persons or entities approved to have, approved to use, and/or given access to a Secured Account or Card Account, including, but not limited to, all persons or entities contractually obligated under this Agreement and all joint accountholders and any additional accountholder(s). The term “Secured Account,” for purposes of arbitration, includes any updated or substitute account for you related to the Secured Account or any other account contemplated by this Agreement. The term “Card Account,” for purposes of arbitration, includes any updated or substitute account for you related to the Card Account or any other account contemplated by this Agreement.
- 2. Binding Arbitration and Appeals.** If either party elects arbitration, that claim shall be arbitrated on an individual basis. Arbitration applies whenever there is a claim between you and us. The arbitrator’s authority to resolve claims or make awards is limited to claims between you and us alone. If a third party is also involved in a claim between you and us, then the claim will be decided with respect to the third party in arbitration as well, 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. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

Judgment upon the arbitrator’s award may be entered by any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the Federal Arbitration Act

(Title 9 of the United States Code) (“FAA”). However, if the amount of the claim exceeds \$25,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$25,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Section V.B (Arbitration and Waivers) to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken.

3. **Initiation of Arbitration.** Any claim must be resolved, upon the election by you or us, by arbitration pursuant to this Section V.B (Arbitration and Waivers) and the code of procedures of the national arbitration organization to which the claim is referred in effect at the time the claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. For a copy of the procedures, to file a claim, or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614, website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017, website at www.adr.org.

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the FAA. To the extent that there is any variance between the selected forum’s rules and this Section V.B (Arbitration and Waivers), this Section V.B (Arbitration and Waivers) shall control.

If you initiate the arbitration, you must notify us in writing at 120 Hawthorne Ave, Palo Alto, CA 94301 . If we initiate the arbitration, we will notify you in writing at your last known address in our file.

4. **Class Action and Jury Waiver.** NEITHER YOU NOR WE (I) HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM; (II) SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION; (III) HAVE THE RIGHT TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION; (IV) HAVE THE RIGHT TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE BENEFICIARIES ON YOUR SECURED ACCOUNT OR CARD ACCOUNT; OR (V) ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). THIS IS SO WHETHER OR NOT THE CLAIM HAS BEEN ASSIGNED. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY NOT BE AVAILABLE IN ARBITRATION.
5. **Location of Arbitration and Cost.** Any arbitration shall take place in Memphis, Tennessee, unless the parties agree to a different location in writing. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. All fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys’ and expert witness fees and costs to the extent permitted by this Agreement, the forum’s rules, or applicable law.

6. **Arbitration Procedures.** This Section V.B (Arbitration and Waivers) is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “FAA”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party’s notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party’s submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, as set forth in this Section V.B (Arbitration and Waivers).
7. **Governing Law.** You and we agree that in our relationship arising from this Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State of Tennessee. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.
8. **Continuation and Severability.** This Section V.B (Arbitration and Waivers) shall survive termination of your Secured Account or Card Account, any voluntary payment of any debt owed to us and paid in full by you, any legal proceeding by us to collect a debt owed by you, and/or any bankruptcy by you or us. If any portion of this Section V.B (Arbitration and Waivers) is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Section V.B (Arbitration and Waivers), this Agreement, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

VI. ADDITIONAL TERMS
**MISCELLANEOUS AND ADDITIONAL TERMS APPLICABLE TO THE SECURED ACCOUNT AND
CARD ACCOUNT**

- A. Ordinary Care; No Fiduciary Obligation.** You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the State of Tennessee, or any rule or regulation of the State of Tennessee or a federal agency having jurisdiction over the Bank, shall constitute ordinary care. Unless otherwise specified or required by law, we do not assume any fiduciary obligation on your behalf. Unless required by law, this means that we do not act as your trustee or financial advisor, and we do not assume any responsibility for your Secured Account or Card Account beyond reasonable care.
- B. Governing Law, Forum, and Time Limits.** All Secured Accounts and Card Accounts are opened at the Tennessee branch office of the Bank and all Secured Accounts and Card Accounts and all property in such accounts are subject to Tennessee law. All actions relating to your Secured Account or Card Account, including this Agreement, will be governed by the laws and regulations of the United States and the State of Tennessee (to the extent that laws of the State of Tennessee are not preempted by federal law). Federal law and the laws of the State of Tennessee shall be applied without giving effect to principles of conflicts of law.

To the extent any dispute arising under this Agreement or relating in any way to your Secured Account or Card Account or your relationship with us is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by, the federal or state court located in Shelby County, Tennessee.

Subject to applicable law, you must file any lawsuit (to the extent permitted by this Agreement) or arbitration against us within one (1) year after the claim arises, unless federal law or the laws of the State of Tennessee or an applicable agreement requires a longer time. This limit is in addition to limits on notice as a condition to making a claim. If applicable law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as one (1) year, you agree to the shortest permitted time under Tennessee law. Any action against us must be brought within the period that the applicable law requires us to preserve records unless applicable law or this agreement provides a shorter limitation period.

- C. Reporting Information.** We may report information about your Secured Account or Card Account to consumer reporting agencies, governmental agencies, and/or third-party data services. Defaults on your Secured Account or Card Account may be reflected in your consumer report. Late payments, missed payments, or other defaults on your Card Account may be reflected in your credit report. If you believe that we have reported inaccurate information about your Secured Account or Card Account to a credit bureau or other consumer reporting agency, notify us in writing at 120 Hawthorne Ave, Palo Alto, CA 94301. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.
- D. Changes in Terms.** The terms and conditions of this Agreement, including any fees, and features of your Secured Account or Card Account may be amended or revised at any time by posting a revised version to the Service Provider Platform or otherwise providing you with a copy of such revised version, and any such revisions or changes shall be effective upon posting. We will give you advance notice if we are required by applicable law. We may provide such notice to you with your Statement, electronically, or by mail. Any notice we provide to you will be binding and 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 or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address. We may change or terminate this Agreement without notice at

our discretion or to comply with any appropriate federal or state law or regulation. Subject to the terms of this Agreement, you may determine to cease use of or close your Secured Account and Card Account if you do not agree with any change or revision to this Agreement prior to the effective date of such revision. Any continued use of your Secured Account and Card Account is presumed your acceptance of and agreement to be bound by revisions to this Agreement.

- E. Power of Attorney/Agents.** Subject to applicable law, we may allow you to give another person (known as an “attorney-in-fact”) power of attorney to act on your behalf for your Step Account; provided, we are not obligated to honor such power of attorney until you first obtain our written approval. Email us at support@step.com for approval if you plan to create a power of attorney. Unless we approve of your power of attorney in writing, we are not required to honor orders and instructions concerning your Step Account by an attorney-in-fact for any Secured Account owner, or by a personal representative, guardian, conservator, or custodian of an account owner. If we approve your appointment of an attorney-in-fact, we will honor orders and instructions from your attorney-in-fact until the earlier of (1) our receipt from you revoking such power of attorney and our written acknowledgement; (2) our receipt of notice that you or your attorney-in-fact have died or become incapacitated; or (3) our termination of the acceptance of the power of attorney. We have no duty to monitor or ensure that the acts of your attorney-in-fact are for your use or benefit or are otherwise permissible under applicable law. We will not be liable if your attorney-in-fact exceeds his or her powers or does not comply with your instructions or applicable law. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to you. You agree to hold us harmless from and against any actions we take based upon the instructions of your attorney-in-fact or that your attorney-in-fact takes regarding your Secured Account.
- F. No Waiver of Rights.** If we fail to exercise or waive a right with respect to your Secured Account or Card Account on one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.
- G. Assignment.** Your Secured Account and Card Account are not transferable and are not assignable as collateral for a loan or for any other purpose. The Bank may transfer or assign its rights under this Agreement, including transferring or assigning your Secured Account or Card Account without your consent and without notice, unless required by applicable law.
- H. Other Services and Conflicts.** If you and Bank have entered into any other agreement related to additional bank services offered in connection with your Secured Account or Card Account (“Other Agreement”), this Agreement and the Other Agreement shall be read together as if one agreement. If any term of such Other Agreement conflicts with any term of this Agreement, this Agreement shall control. If any statement that is made by one of our employees, our affiliates’ employees, or by Service Provider or Service Provider’s employees or affiliates conflicts with this Agreement, the terms of this Agreement shall govern.
- I. Privacy Policy.** You authorize us to share information about you and your Secured Account and Card Account with our affiliates, the Service Provider, and third parties, unless applicable law or our Privacy Policy prohibits us from doing so. Please see our Privacy Policy for your choices about information sharing.
- J. Severability.** In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby. To the extent permitted by applicable law, the parties hereto waive any provision

of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

K. Limitation of Liability, Disclaimer of Warranty, Indemnification, Reimbursements and Liability for Service Interruptions.

1. **Limitation of Liability.** EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF BANK. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR DAMAGES OF ANY KIND EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT. ALL BANK SERVICES AND SECURED ACCOUNT AND CARD ACCOUNT FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK'S SERVICES OR SECURED ACCOUNT AND CARD ACCOUNT FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. IN ADDITION, EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF THE SERVICE PROVIDER PLATFORM OR SERVICES OR PRODUCTS PROVIDED TO YOU BY SERVICE PROVIDER. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND LACK OF VIRUSES RELATED TO THE SERVICES AND/OR PRODUCTS OF SERVICE PROVIDER AND/OR THE SERVICE PROVIDER PLATFORM.

YOU AGREE THAT THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US IN CONNECTION WITH ANY SECURED ACCOUNT OR CARD ACCOUNT OR TRANSACTION

WITH US, WHETHER BROUGHT AS A WARRANTY, NEGLIGENCE, WRONGFUL DISHONOR, OR OTHER ACTION, IS SUBJECT TO REDUCTION TO THE EXTENT THAT: 1) NEGLIGENCE OR FAILURE TO USE REASONABLE CARE ON YOUR PART, OR ON THE PARTY OF ANY OF YOUR AGENTS OR EMPLOYEES, CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM AND 2) DAMAGES COULD NOT BE AVOIDED BY OUR USE OF ORDINARY CARE.

ANY LOSS RECOVERY YOU OBTAIN FROM THIRD PARTIES ON A PARTICULAR CLAIM WILL REDUCE THE AMOUNT OF ANY OBLIGATIONS WE MAY HAVE TO YOU ON THAT CLAIM AND YOU WILL IMMEDIATELY NOTIFY US OF ANY SUCH RECOVERY. YOU AGREE TO PURSUE ALL RIGHTS YOU MAY HAVE UNDER ANY INSURANCE POLICY YOU MAINTAIN IN CONNECTION WITH ANY LOSS AND TO PROVIDE US INFORMATION REGARDING COVERAGE. OUR LIABILITY WILL BE REDUCED BY THE AMOUNT OF ANY INSURANCE PROCEEDS YOU RECEIVE OR ARE ENTITLED TO RECEIVE IN CONNECTION WITH THE LOSS. IF WE REIMBURSE YOU FOR A LOSS COVERED BY INSURANCE, YOU AGREE TO ASSIGN US YOUR RIGHTS UNDER THE INSURANCE TO THE EXTENT OF YOUR REIMBURSEMENT.

2. **Indemnification.** To the greatest extent permitted by law, you agree to indemnify and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries, and/or insurers harmless from any losses, damages, suits, and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to: (i) taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (ii) any action or omission by you; (iii) the matters set forth herein; or (iv) our action or inaction in reliance upon oral, written, or electronic instructions or information from you.
3. **Reimbursement for Losses.** If we take any action to collect debt incurred by you or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Secured Account or Card Account for our losses without prior notice to you. This section does not, in any case, reduce our liability to you as described in Section III.R (Electronic Fund Transfers Disclosure)
4. **Liability for Service Interruptions.** From time to time, due to maintenance, malfunctions, or failures of software, equipment, or telecommunications devices, as well as unusual transaction volume or similar reasons, access to your Secured Account or Card Account may not be available to you. Access to your Secured Account or Card Account may also be interrupted as a result of things beyond our reasonable control, computer failures, loss of power, failure or interruption of communication or transportation facilities, riots, strikes, or civil unrest. You agree that we shall not be responsible for any loss, damages, costs, or expenses that you may suffer or incur, directly or indirectly, as a result of the unavailability of access to your Secured Account or Card Account, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs, or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access your Secured Account or Card Account caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to or to access the Internet, or other limitations or constraints of the Internet. The provisions set forth in this section shall apply in addition to any other provisions in this Agreement but, as applied to service interruptions for access to your Secured Account or Card Account, this section shall control.

L. 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 by contacting us or by terminating through the Step App, if applicable. However, we are not required to close your Step Account at your request and may refuse your request if you have pending transactions, you have an outstanding Step Card Balance, your Secured Account has a negative Available Balance, , or your Secured Account and/or Card and Card 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 all future withdrawals and other transactions permitted using your Step Card or Card Account, other than under legal process, until pending transactions are paid or returned, the balance on your Secured Account is no longer negative, there is no outstanding Step Card Balance on any of your Step Card(s), all investigations have been successfully completed to our satisfaction with no adverse findings, and any legal restriction on your Secured Account and/or Step Card and Card Account has been released. Simply reducing your Secured Account balance to \$0.00 is insufficient notice to close your account.
- 2. Rules for Closing Your Step Account.** We may restrict your Step Account in preparation for closing. As we do so, we may limit deposits to your Secured Account and restrict or prohibit any further transactions on your Step Card(s) and Card Account and restrict or deny access to any Step Borrow and/or revoke or deny any Step Borrow Offer. Transactions presented for payment using your Step Card(s) and Card Account may be declined. When you close your Step Account, you are responsible for leaving enough money in your Secured Account to cover any outstanding items to be paid from your Secured Account. We may send you written notice that we have closed your Step Account. We will return the Available Balance in your Secured Account less any outstanding unpaid Step Card Balance, Step Borrow, 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 Secured 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.
- 3. We May Monitor, Suspend and Close Your Step Account.** We may also close your Step Account at our discretion, at any time, for any reason or no reason, with or without prior notice to you. This includes upon the termination of your Card Account for any reason or if we believe you are using your Secured Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Service Provider, or if you otherwise present undue risk to us or Service Provider. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Secured Account. If we close your Secured Account, all collected funds (less any amounts due to us or for debits in process) will be transferred to your Linked Account. Alternatively, we may, at our discretion, mail you a check for the available balance in your Secured Account. Written notice that the Secured Account has been closed, to the extent required by law, and a check, if any, will be sent to any address shown on our records for you, or if the Secured Account is jointly owned, to any account owner to whom we elect to send it, or the email address we have on file for the Secured Account. Once we have closed your Secured Account, you agree that we can assess any service charge otherwise applicable against any remaining balance in your Secured Account. We are not responsible to you for any damages you may suffer as a result of your Secured Account being closed. If you attempt to make a deposit to a Secured Account we closed, we may collect the deposit and set off your indebtedness to us. The closure of your Secured Account or termination of this Agreement does not impact any right or obligation that arose prior to

closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation by you, our limitations of liability, and any terms governing arbitration). We will have no liability for any action we take under this section.

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 payment or transfer of funds to your Secured Account and/or refuse to honor any payment transaction using your Step Card(s) and Card Account, or we may remove funds from your Secured Account to hold them pending investigation, including in one or more of the following circumstances:

- You maintain your Secured Account at zero balance for at least 180 days;
- You reside 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: (i) any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, (ii) a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, (“**Legal Action**”), (iii) order or recommendation of any regulatory agency or other governmental body or (iv) with our policies; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

M. Section Headings and Successors. The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. This Agreement will be binding on your personal representatives, executors, administrators, and successors.

N. Communications, Statements, Notices of Errors, and Other Notices

1. **Communications.** You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the Internet, telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.
2. **Delivery of Notices.** Any 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 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.
3. **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. Communications you provide by fax, SMS/text, or telephone voice mail, message service or answering machine are not considered notices to us under this Agreement.

4. **Electronic Communication.** 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 in accordance with the [Evolve's Electronic Communication Consent](#). If you elect to receive electronic communications from us, we may send some legal information via the USPS. 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, close your Step Account or take other actions described in this Agreement and the Electronic Communication Agreement.
5. **Calls and Messages.** You agree that we or our agents or Service Providers may contact you regarding any matter for any non-telemarketing reason using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device. You agree to receive these calls and messages, including pre-recorded or auto-dialed calls. You also agree that we may send text messages to any phone number for your mobile device you provide to us. You understand and accept that your service provider may charge you for these calls and messages consistent with applicable law. For quality control purposes and for other reasons, you permit us to record and monitor your telephone conversations and electronic communications with us (including email). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities at the time of the call or communication. To revoke the consent provided pursuant to this subsection, you must send ten (10) days' prior written notice of such revocation to 120 Hawthorne Ave, Palo Alto.
6. **Change in Contact Information or any Application Information.** You are responsible for promptly notifying us through the Step App of any change to your name, address, email address or any material change to the information you provided to us in your application to open a Secured Account or Card Account. In some instances, we may request additional information for verification purposes. 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.
7. **Survival.** Termination of this Agreement shall not impact any right or obligation arising prior to termination, and in any event, the parties agree that any right or obligation which, by its nature, should survive termination of this Agreement will survive any such termination (including, but not limited to, Sections V.B (Arbitration and Waivers) and VI (Miscellaneous Terms Applicable to the Secured Card Account and Card Account) of this Agreement).

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 Secured Account balance, even if the fee makes your balance negative.

Fee	Amount
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
Minimum Funding Amount Fee	\$0.50 per transfer for any transfer that does not meet or exceed \$25
Returned Item Fee	\$0.00
Legal Processing Fee	\$0.00
Research Fee	\$0.00