

# TERMS OF SERVICE

Effective: October 10, 2022

Welcome to Step Mobile, Inc.

These Terms of Service (“**Terms**”) between Step Mobile, Inc., its subsidiaries, affiliates, agents, service providers, and assigns (“**Step**,” “**us**,” “**we**,” “**our**”) and you (“**you**,” “**your**”), the end user of our website ([www.step.com](http://www.step.com)) (the “**Site**”) and mobile app (the “**App**”), govern your use of our products and services we may offer through this Site and the App from time to time, which we refer to collectively as our “**Services**”. A user under the age of 18 (“U18 User”), can only use a Step Account (as defined below) and access certain other features of the Services with a Sponsor’s authorization. A “Sponsor” is an individual of the age of 18 or older, such as a parent, guardian, or a trusted adult. You may not use the Services if you are a U18 User unless you have a Sponsor authorizing your use. To sponsor a user under the age of 13 (a “U13 User”), you must be the U13 User’s parent or legal guardian.

If you are a Sponsor of a U18 User, you agree that by allowing the U18 User to use the Services that you are responsible for you and the U18 User’s use of the Services and compliance with these Terms. If you do not agree to these Terms, please do not use our Services.

***PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN AGREEMENT TO ARBITRATE AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTIONS) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST STEP ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS, AND (3) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.***

Some of the Services may be subject to our additional terms, conditions, agreements, policies, guidelines, rules and schedules, which will be posted or made available separately from these Terms when the Services are offered (“**Additional Terms**”), including, without limitation, our Privacy Policy, located at [step.com/privacy](http://step.com/privacy), and the AAA Rules (described below). Such Additional Terms are incorporated into and form a part of these Terms. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

For purposes of these Terms, “business days” means Monday through Friday. Holidays are not included.

## 1. GENERAL TERMS

- a) **Accessing and Using Our Services Provision of Certain Services; Account Application.** Our Services may include access to and maintenance of certain consumer financial products and accounts (each, a “**Step Account**”) offered by a bank partner, Evolve Bank and Trust, or its successor (“**Bank Partner**”). You understand that the Bank Partner has sole discretion to approve or deny your application for a Step Account, or discontinue your Step Account, for any reason, subject to applicable law. We or the Bank Partner may limit or deny your access to any other aspect of the Service for any reason, subject to applicable law. In order to obtain a Step Account, you must accept Additional Terms between you and the Bank Partner, which provide the terms and conditions under which you and any U18 User that you sponsor may use the Step Account.
- b) **Changes to These Terms; Modifications to Services.** We may change provisions of these Terms at any time, including when there are changes in our Services, technology, or laws, or for other reasons. If we do, we will provide notice by posting the updated Terms on the Site or App. Any changed Terms will become effective immediately after they are posted and will apply prospectively to your use of our Services after the changes become effective, except that changes addressing modifications to our Services or new functions or changes made for legal reasons may be effective immediately, with or without notice to you. Your continued use following the effective date of any changes will constitute your acceptance of those changes. If you do not agree to any changed Terms, you must discontinue using our Services. We may discontinue, temporarily or permanently, our Services, or any part of our Services, or otherwise change the Services we offer with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services.

## 2. CONSENT TO ELECTRONIC COMMUNICATIONS.

- a) **Electronic Communications.** Because our platform operates on the Internet, you consent to transact business with us electronically. You agree that we may provide notices to you by electronic means, for example, by posting it on our Site or App, sending you an in-App message, emailing it to an email address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us. All notices by any of these methods will be deemed received by you no later than the earlier of when received or 24 hours after sent to the contact information you provided, except for notice by postal mail, which will be deemed received by you no later than the earlier of when received or 3 business days after it is mailed to the most recent address we have on file for you. For more information, please see our [Electronic Communication Agreement](#), which is incorporated by reference here within.
- b) **Mobile Terms.** You consent to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any purpose, at any telephone number or physical or electronic address you provide or at which you may be reached. You represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number, including a mobile

telephone number. You consent to receive SMS messages (including text messages), calls, and messages (including pre-recorded, artificial voice, and autodialed or automatically texted) from us, our agents, representatives, affiliates, or anyone calling or texting on our behalf at the specific numbers you have provided to us, or numbers we can reasonably associate with you or your Sponsor or U18 User (through skip trace, caller ID capture, or other means), with information or questions relating to you or our Services. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine or voicemail, or send a message by text. Calls may be recorded. You may also elect to receive promotional messages from us. To unsubscribe from promotional text messages at any time, reply STOP to any text message you receive from us. You consent that following such a request to unsubscribe, you may receive a text message from us confirming your request to opt out of promotional messages. We may continue to send you informational text messages about our Services or your account even if you opt out of promotional messages. Where you have enabled this functionality, you also agree to receive alerts about your activity, balances, payments, suspicious activities, and other matters involving your use of the Site or App or the Services through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your User Account (as defined below) or use of the Site or App. We may terminate our use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences on your smartphone or device. You acknowledge and agree that standard call, message, and data rates charged by your carrier apply to all communications by or with us. In the event you change or deactivate your mobile telephone number, e-mail address, mailing address, or any other contact information you have provided, you agree to promptly update your contact information. For more information, please see our [Mobile Terms](#).

### 3. USE OF THE SERVICES

- a) **User Account Registration.** You may be presented with the opportunity or requirement to create an online account to use certain parts of the Site or App ("**User Account**") or to apply for, open, view or use certain limited features of the Services, or to access other features of the Service. As set forth in these Terms, the User Account may be used to send or receive P2P transfers, refer friends to Step, receive referral credits, and access or view other features of the Services we make available through the User Account from time to time. To create a User Account, you may be required to pick a username, password, and/or other access credentials. Registration data and certain other information about you is governed by our Privacy Policy.
- b) **Security.** You are responsible for maintaining the confidentiality of your access credentials, and for restricting access to your computer and any other devices you use to access your User Account, and you agree to accept responsibility for all activities that occur using the User Account or your access credentials. You may not assign or otherwise transfer your User Account to any other person. You acknowledge that we are not responsible for third party access to any User Account, including access by any U18 User and access that results from

theft or misappropriation of any User Account or access credentials. We reserve the right, in our sole discretion, to refuse or cancel Services, terminate User Accounts, or remove or edit Content (as defined in Section 7 below). You agree to (a) immediately notify us of any unauthorized use of your or any U18 User's access credentials or User Account or any other breach of security and (b) ensure that you exit from your User Account at the end of each session when accessing our Services. We will not be liable for any loss or damage arising from your failure to comply with this provision.

- c) **U18 and U13 Users.** You may be permitted to sponsor one or more U18 and U13 Users on your Step Account(s). To sponsor a U13 User, you must be that U13 User's parent or legal guardian. U13 Users may not use the Services without the permission of their parent or legal guardian, who must accept these Terms. If you are the Sponsor of a U18 User, you understand and acknowledge that we may disclose your identity to the parent or guardian of any U18 User. You acknowledge that these Terms will apply to you and each U18 User, and you hereby expressly accept these Terms on behalf of yourself and each U18 User that you sponsor. Any action taken by any U18 User will be deemed to be taken by and authorized by you. You further agree to and accept full responsibility for any U18 User's use of our Services, including but not limited to (a) any transactions made by an U18 User on your Step Account; (b) any transaction made by a U18 User even if the post date shown on your statement for that transaction occurs after the date you ask us to remove the U18 User from your Step Account; (c) any transaction made by others if you or a U18 User allows them to use your Step Account or a User Account; (d) Fees and charges resulting from any transaction made by an U18 User or others if you or a U18 User allows them to use your Step Account or a User Account; and (e) any other financial charges and legal liability that you or a U18 User may incur in connection with their use of your Step Account or a User Account. U18 Users acknowledge that we may disclose certain features of your Step Account with your Sponsor, including giving your Sponsor access to your Step Account activity. You also agree, if you are a Sponsor or a U18 User, that we may disclose your identity to that U18 User's parent(s) or guardian(s). By sponsoring a U18 User, you represent that you have permission from the U18 User to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you and information about the U18 User's transactions and use of the Services.
- d) **Prohibited Activities.** You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages, or other materials ("**Content**") that you or any sponsored U18 User and any Authorized User may upload, post, publish, or display (hereinafter, "**Upload**"), email, or otherwise use via our Services. The following are examples of the kind of Content and/or use that is illegal or prohibited. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this section, including removing the offending Content from our Services, suspending or terminating the User Account(s) and/or Step Account(s) of such violators, and reporting such violators to law enforcement authorities. You agree to not use our Services to:
- i) Email or otherwise Upload any Content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to Upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or

- creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically, or otherwise objectionable; or (vii) in our sole judgment, is objectionable or which restricts or inhibits any other person from using or enjoying our Services, or which may expose us or our users to any harm or liability of any type;
- ii) Interfere with or disrupt our Services, servers, or networks connected to our Services, or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
  - iii) Violate any applicable local, state, national, or international law, or any regulations having the force of law;
  - iv) Create or control more than one User Account or Step Account for yourself or a U18n Authorized User;
  - v) Send or receive what we or Bank Partner reasonably believe may be fraudulent or unauthorized transactions;
  - vi) Engage in activity that may result in complaints, disputes, chargebacks, reversals, fees, fines, penalties or other liability or losses to you, us, Bank Partner, other Step users, or third parties;
  - vii) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - viii) Solicit personal information from anyone through our Services;
  - ix) Harvest or collect email addresses or other contact information of other users from our Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
  - x) Advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
  - xi) Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
  - xii) Obtain, or otherwise attempt to access or obtain, any materials or information through any means not intentionally made available or provided for through our Services.
- e) **Mobile Services.** We may offer Services that are available via a mobile device, including the ability to access certain features through the App (collectively, the “**Mobile Services**”). To the extent you access our Services, or send or receive any communications with us through a mobile device, your wireless service carrier’s standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using our Mobile Services, you agree that we may communicate with you by SMS, MMS, text message, or other electronic means to your mobile device and, as a result, that certain information about your usage of our Mobile Services may be communicated to us.
- f) **Distribution Channels.** The App and other Software (defined below in Section 13(a)) may be made available through the Apple, Inc. (“**Apple**”) App Store, Google Play Store, Android Marketplace or other distribution channels (“**Distribution Channels**”). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the

Distribution Channel. These Terms are between you and us only, and not with the Distribution Channel. To the extent that you use any other third party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “**Apple-Enabled Software**”), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:

- i) Step and you acknowledge that these Terms are between Step and you only, and not with Apple, and that as between Step and Apple, Step, not Apple, is solely responsible for the Apple-Enabled Software and its content.
- ii) You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the Apple App Store Terms of Service.
- iii) Any license we may give you to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.
- iv) Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- v) Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Step’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- vi) Step and you acknowledge that Step, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (A) product liability claims; (B) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (C) claims arising under consumer protection or similar legislation.
- vii) In the event of any third party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between Step and Apple, Step, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- viii) You represent and warrant that (A) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (B) you are not listed on any U.S. Government list of prohibited or restricted parties.
- ix) If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Step as follows: By email: [support@step.com](mailto:support@step.com); By mail: Step Mobile, Inc., 120 Hawthorne Ave., Palo Alto, CA 94301 Step and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have

accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third party beneficiary. If you obtain a Step Account, we may permit you to add a card or other access device associated with your Step Account (“Card”) to a digital wallet, such as Apple Pay or Google Pay (each a “Digital Wallet”) to make transactions using an eligible mobile device in lieu of your Card at all merchants and terminals where your Card and the Digital Wallet are accepted. The use of a Digital Wallet is subject to the Digital Wallet Supplemental Terms and Conditions (“Digital Wallet Terms”), which are incorporated herein by reference, and any violation of or non-compliance with the Digital Wallet Terms is also a violation of these Terms.

- x) By downloading the App from Google Play (or its successors) operated by Google, Inc. or one of its affiliates (“Google”), you specifically acknowledge and agree that:
- 1) To the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the (“Google Play Terms”), and (b) the other terms and conditions in these Terms, the Google Play Terms shall apply with respect to your use of the App.
  - 2) Google does not have any responsibility or liability related to compliance or noncompliance by Step or you (or any other user) under these Terms or the Google Play Terms.
  - 3) You must contact us concerning any defects or performance issues in the Platforms. Step is solely responsible for providing, and Google has no obligation to provide, maintenance and support for the Platforms.
  - 4) These Terms are solely between you and Step only, and not with Google. Google is only a provider of the Google Play Store where you acquired the Platforms (“Google-Sourced Software”). Step, and not Google, is solely responsible for its Google-Sourced Software. Your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service.
  - 5) Google has no obligation or liability to you with respect to Google-Sourced Software or the Terms.

#### 4. P2P TRANSFERS

- a) **P2P Transfers.** You may use a User Account to access the Person-to-Person Transfer (“**P2P Transfer**”) service. The P2P Transfer service allows you to use the App to send funds to other Step users for personal, non-commercial purposes. The P2P Transfers are processed by Bank Partner. Certain features of the P2P Transfer service will only be available to you if you are at least 18 years of age or the age of majority in your state.
- b) **Authorizing a P2P Transfer.** If you have a Step Account, when you or an Authorized User initiates a P2P Transfer, the payment instruction authorizes Bank Partner to debit the deposit account associated with your Step Account (“**Deposit Account**”) for the amount of the P2P Transfer, and move the funds to your designated recipient (or Bank Partner, as set forth in Section 7(c) below). The Step Account Agreement will provide additional terms and conditions of your use of the P2P Service. If you do not have a Step Account, when you initiate a P2P Transfer, you authorize Bank Partner to debit the amount of the P2P Transfer from the Credit

(defined below) balance in your User Account and move the Credit to the designated recipient. When you or an Authorized User authorizes a P2P Transfer, you also authorize Bank Partner to initiate any other transactions necessary to correct errors or reverse payments that are rejected or returned. You may only use an external bank account or other payment method to fund a P2P Transfer using the Cash Transfers feature described below. You are solely responsible for ensuring you have sufficient available funds in your Deposit Account, Credit balance in the User Account, or other payment method necessary to complete any payments initiated through the Service. You agree to reimburse Bank Partner for any fees, costs, or expenses it incurs as a result of insufficient or unavailable funds in connection with any P2P Transfer you or a U18 User that you sponsor initiates.

- c) **P2P Transfers With a Step Account.** If you have a Step Account, you and any U18 Users you sponsor may use the Deposit Account to send and receive P2P Transfers. Please see your [Step Visa Card and Secured Account Agreement](#) for more information about P2P Transfers and additional terms and conditions governing your use of P2P Transfers. If there is a conflict between these Terms and your Step Account Agreement, your Step Account Agreement will control.
- d) **P2P Transfers Without a Step Account.** If you do not have a Step Account but you have a User Account, you may use limited features of our P2P Transfer service. You may use the P2P Transfer service to send and receive credit for use solely within the Step App (“**Credit**”), and send Credit to users that have a Step Account, which may be deposited as cash into their Step Account as described below. We may require you to provide and verify information about yourself, such as your name, date of birth, and telephone number, before you can use the P2P Transfer Service.
- i. **Receiving Transfers.** If another Step user sends a P2P Transfer to you, the sender’s funds will be held by Bank Partner, and you will receive Credit in your User Account in an amount equivalent to the Credit or funds sent to you, less applicable fees, if any. You may not receive cash or redeem your Credit for cash unless you open a Step Account or, for U18 Users, become sponsored by a Sponsor with a Step Account on a Step Account. When you open a Step Account or become sponsored, Bank Partner will automatically redeem your Credit for cash, and deposit the cash in your Deposit Account or the sub-account you are authorized to use. It may take several business days for the cash to post to your Deposit Account or sub-account and become available for your use.
  - ii. **Sending Credit.** You may use P2P Transfers to send Credit to another Step user. If the recipient of your P2P Transfer has or is sponsored by a Sponsor who has a Deposit Account, the Credit will be automatically redeemed for cash and deposited in the recipient’s Deposit Account, less applicable fees, if any. There must be sufficient Credit in your User Account to cover the full amount of the P2P Transfer, plus applicable fees, if any. If you send a P2P Transfer to a recipient who does not have a Step Account, the recipient will receive Credit in their User Account and will not receive cash. You understand that the recipient cannot redeem the Credit for cash unless and until the recipient opens a Step Account or becomes sponsored by a Sponsor who has a Step Account. To send a P2P Transfer to a person that does not have a Step Account, you may use the App to send Credit to the recipient’s User Account, or if they do not have a User



Account, you must provide the recipient's valid mobile telephone number, which is capable of receiving SMS or "text messages." If the recipient does not have a User Account, the recipient will receive an SMS message notifying them of your P2P Transfer, with instructions for opening a User Account and claiming the Credit. Once the recipient has a User Account, the recipient of your P2P Transfer will receive Credit in the amount of the P2P Transfer you send, less applicable fees, if any. If the recipient opens a Step Account, the Credit will be automatically redeemed for cash and deposited in their Step Account as set forth in Section 5(c).

- iii. **Limitations on Credit.** Credit has no cash value until and unless Step redeems your Credit for cash, and credits it to your Deposit Account or the Deposit Account of another User. Credit is usable only within the Step App and is not redeemable for cash unless you have a Step Account. Credit is the property of Step until you use or redeem it. In connection with a promotion, referral, or rewards program, Credit may be issued solely for promotional purposes ("**Promotional Credit**"). Promotional Credit expires 30 days after the date it is issued if it is not used or redeemed. Credit that is not Promotional Credit may expire 5 years after it is paid for. If a User Account is inactive for an extended period of time, Credit may be deemed "unclaimed" or "abandoned" under applicable state law. If this occurs, we will attempt to notify you as required by applicable law. If Credit remains unused in a User Account for a period of time established by law, the Credit may be reported and escheat to the appropriate state administrator and you may be required to file a claim with the state to recover your Credit. If you or we terminate your User Account for any reason while you have an outstanding Credit balance, you may forfeit the Credit. You may not use Credit for a business or commercial purpose. Bank Partner reserves the right to decline any request for a P2P Transfer or decline to post Credit received in a P2P Transfer to a User Account at any time and for any reason, subject to applicable law. Credit is not insured by the Federal Deposit Insurance Corporation (FDIC).

- e) **Cash Transfers; Requests for Cash Payments.** Users that have a Step Account or sponsored U18 Users are Authorized Users of a Step Account may send you a request to transfer cash to their Step Account. **ALWAYS VERIFY THAT THE REQUEST IS VALID. DO NOT SEND MONEY TO ANYONE YOU DO NOT KNOW PERSONALLY. YOU MAY NOT SEND MONEY TO ANYONE FOR COMMERCIAL PURPOSES, INCLUDING THE PURCHASE OF GOODS AND SERVICES.** If a user makes a request, you will receive an email or text message containing a link that you may use to access our payment portal ("**Payment Portal**"), and initiate a one-time payment to that user. You may use the Payment Portal to authorize Bank Partner to charge your selected payment method ("**Payment Method**") for the amount requested by the user (or another amount you select) and transfer that amount to the requesting user's Step Account (or sub-account they are authorized to use). We currently accept the following Payment Methods: debit card and bank transfer (ACH). We may add or change the permitted Payment Methods from time to time. You represent and warrant that you are the owner of any Payment Method you present for use in the Payment Portal, the Payment Method has sufficient funds or available credit to complete the requested transaction, and you are authorized to use the Payment Method for your requested transaction.

By using the Payment Portal to request to transfer funds to another user, you authorize Bank Partner or its service provider to charge your Payment Method for the amount of the requested transfer on or after the date you request the transfer, as shown in the Payment Portal when you confirm the transaction. You also authorize any adjustments or transactions on your Payment Method that are necessary to correct any errors. You must be at least 18 years old (or the age of majority in your state of residence) in order to use the Payment Portal. If your transaction fails for any reason, we may initiate the transaction up to two additional times, if permitted by applicable law and payment network rules. Your financial institution that holds or issues your Payment Method may charge you a fee for an unsuccessful or returned transaction and you are responsible for all such fees. If you do not have a Step Account, you may not use the P2P Transfer Service to request or receive cash from any person.

- f) **Fees.** We do not currently charge fees for P2P Transfers but we reserve the right to do so in the future. If we do, that fee will be disclosed to you before you confirm the transaction, added to the total amount of the transaction you authorize.
- g) **Transaction Limits.** There are limits on the amount, frequency, type and/or number of P2P Transfers you or any Authorized User can send and receive. If you have a Step Account, your Step Account Agreement imposes limits on the amount and number of P2P Transfers you can send and receive. 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). For security reasons, there are additional limits that we may not disclose to you, and we may change these limits from time to time. We or Bank Partner may reject or reverse any transaction that would cause the sender or recipient of the P2P Transfer to exceed these limits, or if we or Bank Partner determine in our sole discretion that the P2P Transfer was invalid for any reason. You agree that we shall incur no liability if we are unable to complete any P2P Transaction or if we reverse a P2P Transfer because of: (i) the sender’s insufficient available funds in the Deposit Account or insufficient Credit balance in their User Account; (ii) malfunction of the P2P Transfer Service due to circumstances beyond our control or due to circumstances that you were already aware of at the time you initiated your payment instruction; (iii) you provided inaccurate or insufficient payment instructions; (iv) failure of the recipient to receive the P2P Transfer, including their failure to open a User Account or Step Account; or (v) the transaction would cause the sender or recipient to exceed applicable transaction limits, or violate applicable law, these Terms, the Step Account Agreement, or any other agreement the sender or recipient has with us or Bank Partner. We reserve the right to change these transaction limitations at any time, in our sole discretion, with or without notice to you. It is your responsibility to check our FAQs at <https://step.com/faq> for the current transaction limitations.
- h) **Fraud, Monitoring.** We and Bank Partner review P2P Transfer activity at various times for, among other things, suspicious or illegal activity, and whether a P2P Transfer complies with applicable law, these Terms, the Step Account Agreement, or any other agreement the sender or recipient has with us or Bank Partner. In connection with our review process, we may require you to provide additional information and/or documentation to verify your identity. Your (or your Authorized User’s) User Account, Step Account, and/or access to Credit or funds sent to you may be limited until verification is completed. Reviews may result in, among other things, (i) delayed, blocked or canceled P2P Transfers; (ii) money or Credit being held by Bank Partner; (iii) money or Credit being applied to amounts you owe to us or Bank Partner, or used to offset

loss incurred by us or Bank Partner; (iv) restriction, suspension, or termination of your User Account, or your Step Account; (v) money or Credit being seized to comply with a court order, warrant, or other legal process; and/or (vi) money or Credit you previously received being debited from your User Account or Step Account and sent to Bank Partner or the sender. Among other reasons, we or Bank Partner may take these actions if you knowingly or unknowingly were a participant in a P2P Transfer that was made from a Step Account or User Account without the appropriate authorization. **P2P TRANSFERS SHOULD ONLY BE USED TO TRANSACT WITH PEOPLE YOU KNOW AND TRUST. DO NOT USE P2P TRANSFERS TO TRANSACT WITH PEOPLE YOU DON'T KNOW. IF YOU DO, AND WE LATER REVERSE THE P2P TRANSFER (WHICH MAY OCCUR IF IT IS DETERMINED THAT THIS AGREEMENT OR AN AGREEMENT GOVERNING A STEP ACCOUNT WAS VIOLATED, OR IF THE P2P PAYMENT WAS NOT AUTHORIZED), YOU COULD LOSE THE MONEY OR CREDIT SENT IN THE P2P TRANSFER.** If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with using the P2P Transfer service, or earning or redeeming Credit, or that you attempt to do so, we may take any action, including: (i) take away any Credit in your User Account; (ii) reverse a deposit to your Deposit Account that occurred as a result of a P2P Transfer or the redemption of Credit for cash; (iii) temporarily suspend your ability to use the P2P Transfer service, receive Credit or redeem Credit for cash; (iv) terminate your participation in the P2P Transfer Service; and/or (v) cancel or restrict your User Account, and/or your Step Account.

- i) **Termination.** Any pending transactions at the time of termination, closure, or suspension of your User Account, your Step Account, or your use of the P2P Transfer service will be settled at our discretion and subject to applicable law. Any funds that we are holding in custody for you at the time of termination, suspension, or closure of your Account, less any applicable fees, (i) may be made available for you in Bank Partner's and our sole discretion and subject to the other conditions in these Terms and applicable law, and (ii) we may require you to link a new bank account that has not been associated with your Step Account to cash out such funds. If an investigation is pending at the time of closure, we may hold your funds or Credit until resolution of the investigation.
- j) **Legal Requirements & Process.** If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we or Bank Partner otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your User Account, or your Step Account, placing a hold or limitation on such account, or releasing your funds. We and/or Bank Partner will decide, in our sole discretion, which action is required. We and Bank Partner do not have an obligation to contest or appeal any court order or legal process involving you or your User Account, or your Step Account.
- k) **Refunds, Reversals and Chargebacks.** Once you authorize a P2P Transfer, we may not be able to reverse or refund the transaction unless required by law. You may request that we reverse a transaction, but we cannot guarantee that we will be able to honor your request. We reserve the right to reverse, reject or cancel a P2P Transfer for any reason permitted by law, in our sole discretion. P2P Transfers may be invalidated or reversed by us or Bank Partner if, among other reasons, we send cash or Credit to you or a U18 User you sponsor 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 these Terms, your Step Account Agreement, or any other agreement you have with us or Bank Partner. If the P2P Transfer you or your sponsored U18 User(s) sends or receives is invalidated for any reason, you may be liable to us or Bank Partner for the full amount of the P2P Transfer, and Bank Partner may recover the amount of the P2P Transfer (plus applicable fees, if any) from you. Bank Partner may recover the amount of the P2P Transfer from the sender or recipient in our sole discretion (subject to applicable law). When recovering the amount of an invalidated P2P Transfer from you, Bank Partner may apply any cash or Credit sent to you or your sponsored U18 User(s) in a subsequent P2P Transfer, debit cash or Credit from your Step Account, or you engage in collection efforts to recover such amounts from you, place a limitation or restriction on your Step Account or User Account, or take any other action authorized by these Terms, your Step Account Agreement, or any other agreement you have with us or Bank Partner. If we determine you are entitled to a refund for a P2P Transfer for any reason, we may issue the refund to your Payment Method or other linked account or source of funds in our discretion. If we determine that you are entitled to a refund of Credit, the Credit will be restored to your User Account, and its original expiration date, terms, and conditions will apply.

- l) **Unauthorized Transactions.** To protect yourself from unauthorized P2P Transactions, you should regularly log into your User Account or Step Account and review the activity on the account to ensure each transaction was authorized and accurately completed. If you believe your password or other access credentials have been stolen, compromised, or a transaction was made without your authorization, notify us IMMEDIATELY writing to us at [support@step.com](mailto:support@step.com). If you have a Step Account, your liability for unauthorized transfers and errors in P2P Transfers is limited if you timely notify us, as set forth in your Step Account Agreement. Except as set forth in your Step Account Agreement, we are not responsible for resolving disputes between you and another Step user with whom you engage in P2P Transfer transactions.
- m) **Stop Payment.** If you have a Step Account, your right to stop payment is set forth in your Step Account Agreement. If you do not have a Step Account, our ability to stop a P2P Transfer once it is initiated will depend on when you notify us of your desire to stop the transaction, and whether Bank Partner has begun to process the P2P Transfer or has a reasonable opportunity to act on your request to stop the payment. All P2P Transfer requests may be processed as soon as we receive them, and we and Bank Partner may be unable to stop the P2P Transfer.
- n) **Taxes.** You are responsible for determining whether you owe any taxes as a result of your and any sponsored U18 User's use of the P2P Transfer service, and remitting such taxes to the appropriate authority.

## 5. REFERRAL REWARD PROGRAM

- a) **Referral Reward Program.** We may offer users the opportunity to participate in a program that rewards users for referring their friends and family members to Step ("**Referral Reward Program**").

- b) **Earning Referral Rewards.** We may provide you or your sponsored U18 Users the opportunity to receive a promotional reward (“Referral **Reward**”) for referring a friend to Step using a unique referral code or referral link issued by Step when you or they create a Step Account or User Account. Referral Rewards may be issued as Promotional Credit to your User Account or Step Account, or by other means we select from time to time. In order to earn Referral Rewards, your friend must enter your unique referral code when he or she signs up for a User Account (or alternatively sign-up using a referral link if we provide you with one), and the referred user needs to meet the necessary qualification criteria (including getting sponsored by unique Users of separate Step Accounts, funding their Step Account with a required minimum amount of funds, and any other requirements as may be disclosed in the referral campaigns you invited to participate in). When this occurs, Step will issue a Reward and automatically redeem it by transferring a specified amount of cash to your Step Account (or the sub-account of your Step Account used by the sponsored U18 User who made the referral) and/or to the Step Account of the friend that was referred. The amount of Referral Rewards you earn for a referral, and the amount of cash for which a Reward may be redeemed, may vary from time to time in our sole discretion. We may offer temporary promotions pursuant to which you may earn a certain amount of Referral Rewards for referrals made during the specified promotional period, and these promotions may be subject to additional terms and conditions that you are required to accept and are incorporated into these Terms by reference. Unless otherwise specified by the terms of a promotion, you may only earn one Reward per Step Account opened by a friend you or a U18 User sponsored by you referred, even if you referred two or more friends who each become owners or U18 Users of the same Step Account. You may not earn Referral Rewards for referring an individual who becomes a U18 User of your Step Account, or for referring an individual that opens a Step Account on which you are or become an Authorized User. You may not earn any Referral Rewards if your Step Account is past due, canceled, has a returned payment outstanding, or is otherwise in default. Referral Rewards are issued solely for loyalty, awards, and promotional purposes. You may not use your Referral Rewards for a business or commercial purpose. Referral Rewards have no cash value until and unless Step credits your Step Account, as described above. Referral Rewards are not your property and you cannot transfer Referral Rewards to any other person. Referral Rewards can’t be transferred by operation of law, such as by inheritance, bankruptcy, or in connection with a divorce. Referral Rewards remain the property of Step until Step credits them to your Step Account. Step reserves the right to decline to credit your Step Account for Referral Rewards earned at any time and for any reason, subject to applicable law. If we, in our sole discretion, determine that you have engaged in abuse, misuse, or fraud in connection with earning Referral Rewards or that you attempt to do so, we may take any action, including: (i) take away any Referral Rewards in your Step Account; (ii) suspend your ability to earn Referral Rewards or receive a credit to your Step Account for Referral Rewards previously earned; (iii) terminate your participation in the Referral Reward Program; and/or (v) cancel your User Account and/or Step Account.
- c) **Amendments, Restrictions, Termination.** We may add to, terminate, and/or change the Referral Reward Program at any time with or without notice to you. For example, we could change the amount of Referral Referral Rewards you can earn for referrals, impose caps and/or fees on earning and/or using Referral Rewards, place restrictions on or terminate your ability to earn or redeem Referral Rewards, terminate your membership in the Referral Reward Program,

or terminate all or parts of the Referral Reward Program. You acknowledge that in the event we make these changes, you may no longer be able to earn Referral Rewards. If you or we close one or more of your Step Account(s) for any reason, we may immediately require you to forfeit all of your ability to earn Referral Rewards.

- d) **Fees, Taxes.** There is no fee to participate in the Referral Reward Program. It is your responsibility to find out if you are liable for any federal, state, or local taxes as a result of earning Referral Rewards.

## 6. STEP REWARDS PROGRAM TERMS AND CONDITIONS

- a) **Rewards Terms.** These Step Rewards Terms and Conditions ("**Rewards Terms**") are entered into by and between you and Step and governs your participation in the Step rewards program and any related promotion, product or services we may offer you ("**Rewards Program**"). Through our Step App and as part of our Rewards Program, we may provide you with the opportunity to earn benefits or rewards, in the form of cash, cryptocurrency, stock, or any other form of rewards at our discretion ("**Rewards**"). By accessing or participating in the Rewards Program using your Step Card to make qualifying purchases or taking any action for which you are eligible to earn Rewards, you agree to be bound by these Rewards Terms. Please carefully read these Rewards Terms. The Rewards Program and related services are deemed to be a Step "**Service**", as that term is defined in our Terms of Service. While you may earn Rewards under these Rewards Terms by use of your Step Card, our Rewards Program and the Rewards are not part of the account and card agreement governing your Step Card issued by our Banking Partner. Banking Partner is not a party to, nor has any liability to you under these Rewards Terms. The Services provided hereunder by us are independent of the services Banking Partner provides you in relation to your Step Account and Step Card under the account and card agreement you have with Banking Partner.
- b) **Earning Rewards.** If we provide you with the opportunity to earn Rewards when using your Step Card to make qualifying purchases, we will provide you with information and terms about the Rewards to allow you to choose a type of Reward. You may enroll in one or more Rewards by accessing the "Rewards" tab within your Step App and selecting the Rewards you are interested in. At our discretion, we may limit enrollment including the number or the types of Rewards available for enrollment at any given time or the total amount of Rewards you may be able to accrue in a given time period. In order to enroll in any Rewards Program and receive any form of Rewards, you must have an active Step Account that is in good standing and you should have valid credentials and be able to log in your Step App. Rewards earned under our Rewards Program will be deposited within seven (7) days after a qualifying purchase or condition (as disclosed within your Step App while you enroll in each Reward) is finalized.
- c) **Cash Back Rewards.** If you choose to receive Rewards in the form of cash, you can redeem earned Rewards for cash through an electronic deposit to your linked Step Account. Redeemed cash Rewards will be deposited into your linked Step Account within seven (7) days.

- d) **Cryptocurrency and Stock Rewards.** If you choose to receive a cryptocurrency or stock Rewards, a value of cryptocurrency or stock commensurate to the cash amount you would have been eligible for will be purchased from a corresponding program partner. You will need to register for an investment account with our applicable program partners through the Step App or through the program partners directly (the “**Cryptocurrency Account**” or the “**Stock Account**”) and agree to such program partners’ account agreements, privacy policy, and terms and conditions (as may be required by the program partner) and any additional “platform” agreements (e.g., a Step Cryptocurrency Platform Agreement) we may add to our Terms for operating as the platform that enables your interaction with our program partners. Your Cryptocurrency and/or Stock Accounts will be accessible to you through the Step App, under the Investments tab. You will need to be logged into the Step App to be able to access the Investments tab. By registering your Cryptocurrency and/or Stock Account with our respective program partners, you will be able to purchase, hold or sell cryptocurrency or stock Rewards in exchange for the cash equivalent of such Rewards through the Step App. You acknowledge that the value of the cryptocurrency or stock asset may change in value (up or down) based on market conditions and that we are not responsible for any change in value of the assets once it is deposited into your Cryptocurrency Account. You can view the list and balance value of assets you own in your Cryptocurrency Account or Stock Account directly within the Step App. We will use the latest pricing details provided by our respective program partners to display the equivalent currency values of your investment asset balances. If you fail to successfully open and register a Cryptocurrency Account or Stock account with the program partners or are otherwise restricted or suspended out of such accounts for any reason, we will deposit an equivalent cash amount of the Rewards to your linked Step Account.
- e) **Reward Reversals.** You will not earn Rewards for any purchases that you return, cancel, dispute, or for purchases that you received a refund from a merchant or as a result of a chargeback. Rewards that were already credited to your Cryptocurrency/Zero Hash Account/Step Account may be reduced, reversed, forfeited, in whole or in part, if qualifying purchase is returned or canceled (“**Reward Reversal**”). Regardless of whether you earn your Reward in cash or in another form (e.g., stock, cryptocurrency), if there is a Reward Reversal, you acknowledge, consent and agree that we will have the right to instruct a return of an amount equivalent to an original cash value of the Reward at the time you earned the Reward from your linked Step Account. To the extent that a Reward Reversal results in a negative balance in your linked Step Account, it is your responsibility to restore the balance in your Step Account to at least \$0.00 in a timely manner. Failure to do so may result in a Delinquent Status on your Step Account.
- f) **Other Terms.** Availability and the number of Rewards we offer for enrollment are subject to change at any time in our sole discretion. We (or the cryptocurrency or stock program partner) may withdraw or terminate your use of Reward, or refuse to provide any Reward, if we suspect that there is fraud, a breach of the Agreement, a violation of applicable law, or other misuse of Rewards, for any reason set forth in the Agreement, and for any reason in our reasonable discretion, in accordance with applicable law. Further, our program partner may have the right to suspend or terminate, suspend, or freeze your respective Cryptocurrency Account or Stock

Account if they suspect there is a fraud, a breach of the user agreement you enter into with the respective program partner, a violation of applicable law, or any reason set forth in such program partner user agreements. If we terminate your Reward (or a program partner terminates your Reward) for these reasons, you will forfeit all rights to such Rewards. Rewards are not transferable.

## 7. ADDITIONAL TERMS

- a) ***Territorial Restrictions.*** Software available in connection with our Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from our Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using our Services is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all domestic and foreign laws regarding your use of our Services, including as it concerns online conduct and acceptable Content.
- b) ***Commercial Use Prohibited.*** All Services we offer are intended solely for your personal use. Unless otherwise expressly authorized in these Terms or in our Services, you agree not to use, display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes our Services or any part of our Services, including use of or access to our Services, or those of third parties.
- c) ***Illegal Transactions and Internet Gambling.*** You must not use our Services, including the Mobile Services, Services accessed through our Site, and your Step Account, for any illegal purpose or internet gambling. You must not use your Step Account to fund any account that is set up to facilitate internet gambling. We, Bank Partner or any service provider may deny transactions or authorizations from merchants that are apparently engaged in or are identified as engaged in the internet gambling business.
- d) ***Intellectual Property Rights.***
  - i) **Services Content, Software, and Trademarks.** You acknowledge and agree that our Services may contain Content or features (“**Services Content**”) that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on our Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below in Section 11(c)) that you legally Upload to our Services. In connection with your use of our Services you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing our Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of our Services or the Services Content other than as specifically authorized in these Terms is strictly prohibited. The technology and software underlying our Services or distributed in connection with our Services are the property of Step, our affiliates, and our partners (the “**Software**”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted in these Terms are reserved by us.



The Step name and logos are our trademarks and service marks (collectively the “**Step Trademarks**”). Other product and service names and logos used and displayed via our Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in these Terms, any Additional Terms or our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Step Trademarks displayed on our Services, without our prior written permission in each instance. All goodwill generated from the use of Step Trademarks will inure to our exclusive benefit.

- ii) **Third Party Material.** Under no circumstances will we be liable in any way for any Content or materials of any third parties (including users), including for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content. You acknowledge that we do not pre-screen Content, but that we and our designees will have the right (but not the obligation) in our and their sole discretion to refuse or remove any Content that is available via our Services. Without limiting the foregoing, we and our designees will have the right to remove any Content that violates these Terms or is deemed by us, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.
  - iii) **User Content Transmitted Through our Services.** With respect to the Content or other materials you Upload through our Services or share with other users or recipients, including any content uploaded to a third-party website that references Step or is in response to a call to action or inquiry of Step, to the maximum extent permissible according to the terms of such third-party website (collectively, “**User Content**”), you represent and warrant that you own all right, title, and interest in and to such User Content, including all copyrights and rights of publicity. By Uploading any User Content you grant us and our affiliates a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use your User Content solely in connection with the operation of our Services in any form, medium, or technology now known or later developed. For User Content uploaded to a third-party website, the foregoing license grant is only to the maximum extent permissible according to the terms of such third-party website. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information about our Services, submitted by you to us are non-confidential, and we will be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You understand that the technical processing and transmission of our Services, including your User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.
- e) **Copyright/Trademark Infringement Notice.** If you believe that material hosted on any Step website, applications, or services infringes your copyright or trademark rights, **please file a notice of infringement by writing to us at [support@step.com](mailto:support@step.com)**. By submitting the

infringement notice, you acknowledge and agree that Step or its designated agent may forward the information you provide in your notice to the person responsible for the allegedly infringing material.

- f) **Third Party Websites.** Our Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources, and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, events, goods, or services available on or through any such site or resource. Any dealings you have with third parties found while using our Services are between you and the third party, and you agree that we are not liable for any loss or claim that you may have against any such third party. You may enable or log in to certain Services via various online third-party services, such as social media and social networking services like Facebook or Twitter ("**Social Networking Services**"). To take advantage of this feature and capabilities, we may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store, and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and our use, storage, and disclosure of information related to you and your use of such Social Networking Services in connection with the Services (including your friend lists and the like), please see our Privacy Policy at [step.com/privacy](http://step.com/privacy). However, please remember that the manner in which Social Networking Services use, store, and disclose your information is governed solely by the policies of those Social Networking Services, and we have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service. In addition, we are not responsible for the accuracy, availability, or reliability of any information, Content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. We enable these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.
- g) **Indemnity and Release.** You agree to release, indemnify, and hold us, our third party product providers, our and their affiliates, officers, employees, directors, and agents harmless from any and all losses, damages, fines, penalties, fees, costs and expenses, including reasonable attorneys' fees, claims, actions of any kind, and injury (including death) arising out of or relating to your use of our Services, any Content, your connection to our Services, your violation of these Terms, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.
- h) **Disclaimer of Warranties.** YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR

STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, THAT OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS.

- i) **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT STEP AND ANY THIRD PARTY PRODUCT PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF STEP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (a) THE USE OR THE INABILITY TO USE OUR SERVICES; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (c) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (e) ANY OTHER MATTER RELATING TO OUR SERVICES. IN NO EVENT WILL STEP'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID STEP IN THE LAST SIX (6) MONTHS OR, IF GREATER, \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.
- j) **Termination.** You agree that we, in our sole discretion, may suspend, restrict access to, or terminate your User Account (or any or all of your Step Account(s)) or use of our Services and remove and discard any Content within our Services, for any reason, including for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of our Services may be referred to appropriate law enforcement authorities. You agree that any termination of your access to our Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your User Account, any U18 User Account(s) you sponsor, and all related information and files in these User Accounts and/or bar any further access to such files or our Services, subject to applicable law. Further, you agree that we will not be liable to you or any third party for any termination of your access to our Services.
- k) **Interactions with Other Users.** You agree that you are solely responsible for your interactions with any other user in connection with our Services, and we will have no liability or responsibility

with respect to your interactions. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of our Services.

- l) **Entire Agreement.** These Terms constitute the entire agreement between you and us and govern your use of our Services, superseding any prior agreements between you and us with respect to our Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party Content, or third-party software.
- m) **Governing Law.** These Terms will be governed by the laws of the State of California without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and we agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within San Mateo County, California. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- n) **No Waiver.** Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
- o) **Severability.** If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
- p) **Assignment.** You may not assign these Terms without our prior written consent, but we may assign or transfer these Terms, in whole or in part, without restriction.
- q) **State Disclosures.**
  - i) **California Residents.** Under California Civil Code Section 1789.3, users from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. A married applicant may apply for a separate account. If Bank Partner takes any adverse action pursuant to § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis.
  - ii) **Massachusetts Residents.** Massachusetts law prohibits discrimination based upon marital status or sexual orientation.
  - iii) **New Jersey Residents.** IF YOU ARE A USER FROM NEW JERSEY, THE SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE

STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

- iv) **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.
- r) **Contact us.** You may contact us by email at [support@step.com](mailto:support@step.com) or by mail at Step Mobile, Inc., 120 Hawthorne Ave., Palo Alto, CA 94301.

## 8. ARBITRATION AGREEMENT

- a) **Agreement to Arbitration. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.** This Dispute Resolution by Binding Arbitration Section is referred to in these Terms as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Step, whether arising out of or relating to these Terms (including any alleged breach), our Services, any advertising, any aspect of the relationship, or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into these Terms, you and Step are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not by a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.
- b) **Prohibition of Class and Representative Actions and Non-Individualized Relief .YOU AND STEP AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND STEP AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS.**
- c) **Pre-Arbitration Dispute Resolution.** Step is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing customer support at [support@step.com](mailto:support@step.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Step should be sent to 120 Hawthorne Ave., Palo Alto, CA 94301 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or

dispute and (ii) set forth the specific relief sought. If Step and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Step may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Step or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are or Step is entitled.

- d) **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Step and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of each's ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Step agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.
- e) **Costs of Arbitration** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Step will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Step will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Step will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.
- f) **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties.

- g) **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the Subsection titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Subsection above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.
- h) **Future Changes to Arbitration Agreement.** Notwithstanding any provision in these Terms to the contrary, Step agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of our Services, you may reject any such change by sending Step written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).