

EXHIBIT 2

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Deposit Agreement and Disclosures

Last Updated 01/20/2021

Please read this Dave Deposit Account Agreement (the “Agreement”) carefully and retain it for your future reference. This Agreement contains the general terms, conditions and disclosures related to the non-interest bearing demand deposit account (“Dave Spending Account”) and Dave Debit Mastercard® (“Dave Card”) made available to eligible consumers by Evolve Bank & Trust (“Evolve”), member of the Federal Deposit Insurance Corporation (“FDIC”), in partnership with Dave Inc. (“Dave”), the program partner responsible for managing the Dave Spending Account and Dave Card program.

When you see the words “we,” “us,” or “our” in this Agreement, it refers to Evolve, as well as any of its affiliates, successors, assignees, agents or service providers. When you see the words “you” or “your,” it refers to you, the owner of the Dave Spending Account, as well as your personal representatives, executors, administrators, and successors.

If there is a conflict between this Agreement and any other document or statement made to you concerning the Dave Spending Account or Dave Card, this Agreement will govern. If there is a conflict between this Agreement and any other document or statement made to you concerning any services or products other than the Spending Account or Dave Card, the separate terms and conditions applicable to that service or product will govern. Section headings that appear in this Agreement are for convenience purposes only and are intended to help you find information. They should not be construed as affecting the meaning of the Agreement.

By opening or continuing to hold an account with us, you agree to be bound by this Agreement as well as any other agreement or document we may provide to you from time to time in connection with the Dave Spending Account.

IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION AND YOUR RIGHT TO A JURY. THE TERMS OF ARBITRATION AND THE WAIVER APPEAR IN SECTION VII(K) OF THIS AGREEMENT.

I. Dave Spending Account Basics

A. What Is a Dave Spending Account?

The Dave Spending Account is a non-interest-bearing demand deposit account used to hold your deposits and make payments and transfers between accounts you may have at other banks and to third parties online, through Dave’s mobile application (the “Mobile App”) and through the use of the Dave Card. Separate terms and conditions apply to the Mobile App. Please refer to the Terms of Use available at <https://dave.com/terms> (<https://web.archive.org/web/20210502153358/https://dave.com/terms>) for additional information.

B. Dave Spending Account Eligibility

The Dave Spending Account is available to United States citizens or lawful permanent residents of the fifty (50) United States (“U.S.”), the District of Columbia, American Samoa, Guam, Marshall Islands, Northern Mariana Islands, Palau and US Virgin Islands who are at least 18 years of age, have a U.S. physical address or with military addresses (APO or FPO), and have a valid Social Security Number or Tax Identification Number. The

Dave Spending Account is only available to individuals for personal, family or household purposes and may not be opened by a business in any form or used for business purposes.

You must also agree to go paperless. This means that you must (1) provide us with a valid email address and (2) agree to accept electronic delivery of all communications that we need or decide to send you in connection with your Dave Spending Account. Please refer to the Dave Electronic Signatures in Global and National Commerce Act (ESign) Policy <https://www.dave.com/electronic-communications-consent> (<https://web.archive.org/web/20210502153358/https://www.dave.com/electronic-communications-consent>) for additional details. We may decline to open a Dave Spending Account or issue a Dave Card to you for any reason, or for no reason; this includes if you have had or currently have any other relationships or accounts with either us or Dave that you did not maintain in a satisfactory manner. We are not liable for any damages or liabilities resulting from refusal of a Dave Spending Account relationship.

C. Titling and Ownership of Dave Spending Accounts

The Dave Spending Account may only be owned in the name of one person who may make deposits and transfer or withdraw funds. The Dave Spending Account cannot be owned or titled as a joint account, trust account, a Uniform Transfers to Minors (UTMA) account or a Payable On Death (POD) account.

D. How To Open a Dave Spending Account

You may apply for a Dave Spending Account by submitting a request through the Mobile App and providing all requested information.

Important information about procedures for opening a new Dave Spending Account: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information identifying each person who opens a Dave Spending Account. This means that when you open a Dave Spending Account, we will ask for your name, street address, Social Security Number or Tax Identification Number, date of birth and other information that will allow us to identify you. We may also ask to see identifying documents, such as a driver's license.

E. No Minimum Deposit or Balance

There is no minimum deposit required to open a Dave Spending Account and no minimum balance you need to maintain in your Dave Spending Account.

F. Power of Attorney and Attorneys-In-Fact

We may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Dave Spending Account. You must obtain written approval from us before we will honor any power of attorney. Email us at legal@dave.com (<https://web.archive.org/web/20210502153358/mailto:legal@dave.com>) for approval if you plan to create a power of attorney. Please be aware that it may take up to two weeks for us to review your request. If approved, we will honor orders and instructions from your attorney-in-fact until (1) we receive a written revocation from you; (2) we are notified that you or your attorney-in-fact have died or become incapacitated; or (3) we terminate acceptance of the power of attorney. We may also terminate our acceptance at any time, for any reason and without notice to you, and you agree not to hold us liable for any damages that may result from such action. We have no obligation to monitor the actions of your attorney-in-fact to ensure that your attorney-in-fact acts for your benefit. We are also not responsible for ensuring that your power of attorney or any revocation of your power of attorney is legally valid or properly executed. You agree to hold us harmless for any actions we take based on the instructions of your attorney-in-fact, including if it is later determined that your power of attorney was invalid or improperly executed.

G. Death or Incapacitation

You agree to notify us promptly—through either yourself or your representative—if you die or become legally incapacitated. If we receive notification or if we have reason to believe that you have died or become incapacitated, we may place a hold on your Dave Spending Account and refuse all transactions until we know and have verified the identity of your successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Dave Spending Account. Your estate will be responsible for repaying us for any tax liability resulting from payment of your account balance to your estate. 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. If certain payments originating from government entities are deposited into your Dave Account after your death, we may be required to return those payments to the originator upon notice. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff or security interest rights against the funds credited to your Dave Spending Account after your death.

H. Our Relationship With You

By opening a Dave Spending Account, we are establishing a Dave Spending Account relationship with you and committing to act in good faith and to the exercise of ordinary care in our dealings with you as defined by the Uniform Commercial Code as adopted by the State of Tennessee. This Agreement and the Dave Spending Account relationship do not create a fiduciary relationship or any other special relationship between you and us.

I. Budget, Side Hustle and Advance Services Offered Through the Mobile App

Your Dave Spending Account can be viewed and is accessible through the Mobile App. The Mobile App provides you various services and features separate from your Dave Spending Account. These services and features include “Budget,” “Side Hustle” and the “Advance Service,” and are designed to help you manage your finances. Dave may also provide you with additional services and features. All of these additional services and features are subject to Dave’s Terms of Use and Dave’s Privacy Policy available at <https://dave.com/terms> (<https://web.archive.org/web/20210502153358/https://dave.com/terms>). Please review Dave’s Terms of Use carefully because by using the Mobile App, you agree to be bound by them and Dave’s Privacy Policy. These services are not provided or controlled by Evolve or this Agreement, and you agree not to hold Evolve liable for issues that may arise from your use of the services or features.

1. Budget and Side Hustle

Budget tracks your income and transactions to help you plan for upcoming bills and expenses. It also monitors your Dave Spending Account to warn you if you may have insufficient funds to cover upcoming expenses. Side Hustle informs you of income opportunities in your area and allows you to apply directly for those opportunities. Please refer to Dave’s Terms of Use available at <https://dave.com/terms> (<https://web.archive.org/web/20210502153358/https://dave.com/terms>) for additional details.

2. Advance Service

If you are eligible, the Advance Service allows you to receive free advances to your Dave Spending Account to help you cover upcoming expenses. Advances may be offered to you through the Mobile App if Budget predicts that you may have insufficient funds to cover an upcoming expense. You may also request an advance through the Mobile App. An advance will only be sent to you if you request one or affirmatively choose to receive an advance when offered.

There are no costs for access to the Advance Service and any advance you choose to receive is free. However, you may be given the option to expedite the delivery of an advance for a fee. You may also be asked if you would like to provide Dave with a voluntary tip in appreciation of the Advance Service. Both the option to expedite delivery and tipping is entirely voluntary and neither affect your eligibility for advances in any way. Please refer to Dave’s Terms of Use available at <https://dave.com/terms> (<https://web.archive.org/web/20210502153358/https://dave.com/terms>) for additional details, as well as any optional fees for expedited delivery of advances.

3. One-Year Subscription to LevelCredit

As a bonus for establishing a qualifying direct deposit into your Dave Spending Account, Dave will cover the cost of an optional, one-year subscription to LevelCredit, valued as of April 2020 at approximately \$84. LevelCredit is a third-party service offered by RentTrack, Inc. that allows you to report eligible rent and utility payments you make using your Dave Spending Account to credit bureaus to help you build credit. To be eligible for this bonus, you must open a Dave Spending Account and set up a qualifying direct deposit into your Dave Spending Account. A “qualifying direct deposit” is an ongoing deposit of at least \$200 that Dave can confirm is a direct deposit. Dave confirms that a deposit is a direct deposit based on transaction information it receives with the deposit or, if that information is insufficient, when you have received two electronic deposits of \$200 from the same third party payor. Once a qualifying direct deposit is established, you can then sign up for the LevelCredit service at no cost to you through the Mobile App, which will take you to RentTrack, Inc.’s sign up process. The cost of the

subscription will be covered for you at the time you sign up for the service. You are not required to subscribe to LevelCredit if you do not wish to. LevelCredit is not governed by this Agreement and is not a service offered by us or Dave. Please refer to the RentTrack, Inc terms and conditions available at [href="https://www.levelcredit.com/terms">https://www.levelcredit.com/terms](https://www.levelcredit.com/terms) for information concerning LevelCredit.

J. Confidentiality and Our Privacy Policy

Your privacy is very important to us. Under this Agreement, we will generally only disclose information to third parties about your Dave Spending Account or the transactions you make:

- To verify your identity and determine if we should open a Dave Spending Account for you or issue you a Dave Card using services provided to us by third parties.
- Where it is necessary for completing a transaction.
- To verify the existence and condition of your Dave Spending Account for a third party such as a credit bureau or merchant.
- To comply with government agency or court orders.
- As disclosed in Evolve's privacy policy.
- If you give us your written permission to share your information.

Please refer to Evolve's Privacy Policy at <https://www.dave.com/evolve-privacy>.

(<https://web.archive.org/web/20210502153358/https://www.dave.com/evolve-privacy>) for more information about our commitment to you, your privacy rights and who we share data and information with.

Services offered by Dave, including the Mobile App, are also subject to Dave's Privacy Policy <https://www.dave.com/privacy>.

(<https://web.archive.org/web/20210502153358/https://www.dave.com/privacy>). Please carefully review Dave's Privacy Policy for more information about Dave's commitment to you, your privacy rights and who Dave shares data and information with.

K. Cell Phone Communications

By providing us with your telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving non-marketing communications at that number—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an auto-dialer—from us and our affiliates and agents, as well as Dave and its affiliates and agents. This consent applies to all telephone numbers you provide to us now or in the future. Your telephone or mobile service provider may charge you for these calls or messages. You also agree that we may record or monitor any communications for quality control and training purposes.

L. Services and Features Offered Through Third Parties

Some of the services and features available to you in connection with the Dave Spending Account may be offered by third parties ("Third-Party Services") and are not operated or managed by Dave. These Third-Party Services may be accessible through hyperlinks within the Mobile App that will take you to the third party's website, online portal, or mobile application. We do not control Third-Party Services, nor are Third-Party Services governed by this Agreement. Before any Third-Party Services are enabled for your Dave Spending Account or before you use them for the first time, you will be provided with, and must agree to, separate terms, conditions, disclosures and/or privacy policies specific to those Third-Party Services.

M. Our Business Days

Our business days are Monday through Friday, excluding federal holidays.

N. How to Contact Us

You may contact Dave with any questions or concerns regarding your Dave Spending Account. The best way to contact Dave is through the Mobile App's chat feature. Dave customer service representatives are available by chat Monday – Saturday from 6:00 AM to 6:00 PM Pacific Time. You may also call us at 1-844-857-3283; live agent support is available Monday – Friday 4am – 10pm Pacific Standard Time and Saturday – Sunday 5am – 5pm Pacific Standard Time. You can also contact Dave by email at support@dave.com (<https://web.archive.org/web/20210502153358/mailto:support@dave.com>).

In addition to the chat feature in the Mobile App and email, you may also call us at 1-844-857-3283 to (1) report that your Dave Card has been lost or stolen, (2) report unauthorized activity on your Dave Account, or (3) notify us of an error involving a transaction on your Dave Account.

II. Your Dave Spending Account Responsibilities

We strive to keep your Dave Spending Account secure and provide you with tools and services to help you manage your Dave Spending Account and Dave Card. However, there are certain things you should do to protect your Dave Spending Account, Dave Card and your funds.

A. Notify Us If Your Information Changes

You must notify us immediately if there is a change to your name, telephone number, mailing address, email address or any other information you have provided us so that we can continue to provide you with statements and important notices concerning your Dave Spending Account.

B. Keep Track of Your Transactions and Available Balance

It is very important that you keep track of your transactions and the funds in your Dave Spending Account that are available for you to use ("Available Balance") by maintaining a checkbook or by reviewing your transaction history through the Mobile App. Your Available Balance is viewable at any time through the Mobile App, but it is important to understand that it may not reflect transactions you have authorized that have not yet been presented to us for payment.

You are also responsible for reviewing your Dave Spending Account statements as they are made available to you for errors or unauthorized activity. If you identify an error or unauthorized activity, you must notify us promptly to avoid losing your money. Please refer to Section VI for information concerning errors and unauthorized activity.

C. Protect Your Dave Spending Account and Dave Card Information

It is very important that you protect your Dave Spending Account and Dave Card information to prevent unauthorized transactions and fraud. Keep your Dave Spending Account number, statements, and Dave Card secure at all times, and be careful about who you share this information with. Make sure to also keep your mobile device secure at all times and avoid accessing the Mobile App when others can see your screen.

If your Dave Spending Account number, Dave Card, mobile device or Mobile App login credentials are lost or stolen, notify us immediately to limit your liability for unauthorized transactions that may occur. Please refer to Section V(F) for information and applicable deadlines for notifying us of losses or theft.

III. General Rules Governing Your Dave Spending Account

You understand that any payment instruction or activity performed using the Mobile App shall be deemed authorized and valid and we are under no obligation to investigate the instruction or activity.

A. Making Deposits Into Your Dave Spending Account

You may make deposits into your Dave Spending Account using any of these methods described below. Special limitations apply to Dave Spending Accounts open less than thirty (30) calendar days from the date you first use your Dave Card to conduct at least one transaction ("New Accounts"). We do not charge you any fees for making deposits. However, you may be charged fees and be subject to additional limitations for cash loads by Green Dot®. We do not control these fees or limitations.

Deposit Method	Limitations for New Accounts	Limitations for Your Dave Spending Account

Direct deposits ¹	No maximum frequency Maximum Amount \$25,000 per day \$25,000 per month	No maximum frequency Maximum Amount \$25,000 per day \$25,000 per month
ACH transfers to your Dave Spending Account from a linked bank account using the Mobile App ²	Maximum Frequency 5 per month Maximum Amount \$200 per month	Maximum Frequency 5 per month Maximum Amount \$1,000 per month
Wallet transfers using Apple Pay or Google Pay ³	No maximum frequency Maximum Amount \$1,000 per month \$10 minimum per transfer	No maximum frequency Maximum Amount \$1,000 per month \$10 minimum per transfer
Non-Wallet debit card transfers	No maximum frequency Maximum Amount \$200 per month \$10 minimum per transfer	No maximum frequency Maximum Amount \$1,000 per month \$10 minimum per transfer
Green Dot® cash loads at the register ⁴	No maximum frequency Maximum Amount \$1,000 per day \$10 minimum per transfer	No maximum frequency Maximum Amount \$1,000 per day \$5,000 per month

¹ The recipient's name on any direct deposit or ACH transfer must match the name on the Dave Spending Account or the deposit may be returned to the originator.

² You may transfer funds between your Dave Spending Account and another bank account. The linked bank account must be located in the United States.

³ Funds transferred through your debit card will generally appear in your Dave Spending Account within one (1) hour. If you use Google Pay or Apple Pay to initiate the debit card transfer, they may impose their own fees and/or limitations on the frequency or amount of funds you may transfer to your Dave Spending Account.

⁴ Green Dot® cash loads will generally appear in your Dave Spending Account within two (2) hours. Green Dot® may impose its own fees and/or limitations on the frequency or amount of cash you may load to your Dave Spending Account.

Apple Pay, Google Pay and Debit card transfers: You can transfer funds from a bank account you have with another financial institution through the Mobile App using an Apple Pay or Google Pay account connected to a debit card associated with that bank account. You may also be given the ability to use a debit card that is not connected to an Apple Pay or Google Account, although this capability may not be available at all times or to all consumers. If this capability is available to you, the option will be accessible to you within the Mobile Application. Using Apple Pay, Google Pay, or a debit card to transfer funds allows you to access those funds from your Dave Spending Account faster than an ACH transfer. There is a fee for this type of transfer. Please refer to Section III(L) for information concerning fees applicable to your Dave Spending Account.

We do not accept deposits by wire transfer, mail, or cash, paper check or foreign currency deposits: We are not liable for wire transfers that you may attempt into your Dave Spending Account or deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us.

- **Wire Transfers:** We do not accept wire transfers. If you attempt a wire transfer, the transaction will be rejected.

- **Cash:** We do not accept deposits made in cash. If you mail us a cash deposit, we will send the cash back to you.
- **Paper Checks:** If you mail a paper check to us, including personal checks, money orders or cashier's checks, we may apply the check to any negative balance you may have on your Dave Spending Account or send the check back to you.
- **Foreign Currency:** We do not accept any deposits in foreign currency. Any deposits received in foreign currency, whether in the form of cash or check, will be sent back to you.

We will send all items back to the address we have for you on file and we are not liable if you do not receive the items.

You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance.

For more information about deposits and when funds from a deposit will be made available to you, please refer to Section III(B).

B. Our Funds Availability Policy – Your Ability to Use Your Funds

Deposits may only be made by Electronic Fund Transfer, which includes direct deposits, Automated Clearing House ("ACH") transfers from a linked bank account, Google Pay or Apple Pay transfers, debit card transfers, or by a Green Dot® cash load at the register cash load. It is our policy to make deposits made by Electronic Fund Transfer available to you on the business day we receive the deposit. Keep in mind that it may take several days for us to receive ACH transfers from a linked bank account.

Deposits received by us on a business day before 3:00PM Pacific Time will be considered received that day. Deposits received on a business day after 3:00PM Pacific Time, or at any time on a non-business day, will be considered received the following business day.

C. Problems that Could Occur With Deposits

If a deposit or transfer to your Dave Spending Account is returned or rejected by the paying financial institution for any reason, or if there is an error or mistake involving a deposit or transfer, we may deduct the amount of the deposit, transfer or error without prior notice to you. If there are insufficient funds in your Dave Spending Account at the time, your Dave Spending Account may become overdrawn. Please refer to Section III(I) concerning overdrafts for more information.

D. Withdrawals From Your Dave Spending Account

You may withdraw funds up to the amount of your Available Balance in your Dave Spending Account by Electronic Fund Transfer using any of the following methods. Special limitations apply to withdrawals for New Dave Spending Accounts.

You will not be charged a fee for any withdrawals made through Automated Teller Machines ("ATMs") that are within the MoneyPass® network. However, we do charge a fee if you withdraw from an out-of-network ATM. Other third-party fees may also apply to out-of-network ATM transactions. Please refer to the Fee Schedule in Section III(L) for more information and all fees applicable to your Dave Spending Account.

Withdrawal Method	Limitations for New Accounts	Limitations for Your Dave Spending Account
ACH transfers from your Dave Spending Account to a linked bank account using the Mobile App*	This feature is not available for New Dave Spending Accounts	Maximum Frequency 5 per month Maximum Amount \$1,000 per day \$5,000 per month

ACH transfer to a merchant or other third party you authorize to withdraw from your Dave Spending Account using your routing number and account number	No limit to the number of times per calendar day	No limit to the number of times per calendar day
	No maximum dollar limit	No maximum dollar limit
ATM withdrawals using your Dave Card	Maximum Frequency	Maximum Frequency
	5 per day	5 per day
	Maximum Amount	Maximum Amount
	\$500 per day	\$500 per day
Payments made to third parties through Send a Check	No maximum frequency	No maximum frequency
	Maximum Amount	Maximum Amount
	\$5,000 per month	\$5,000 per month
Purchases or other transaction using your Dave Card at merchants that have agreed to accept the Dave Card	No maximum frequency	No maximum frequency
	Maximum Amount	Maximum Amount
	\$5,000 per day	\$5,000 per day
Total Withdrawal Limit Combined (POS, ATM, Cash Back at POS)	\$5,500 per day	\$5,500 per day
<i>* You may transfer funds between your Dave Spending Account and another bank account. The linked bank account must be located in the United States.</i> <i>For security reasons, your Dave Spending Account may be subject to additional, security-related limitations. See Section VI(B) below regarding Limitations on EFTs for further details.</i>		

You cannot withdraw funds by check, and we do not permit you to create checks drawn on your Dave Spending Account.

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

E. Transfers To or From Linked Bank Accounts

You may link another bank account you have to your Dave Spending Account in order to transfer funds between the linked bank account and your Dave Spending Account using the Mobile App. You represent and warrant: (1) that you have the right to authorize any and all charges and debits to the linked account; (2) the linked account is held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the linked account. By linking a bank account, you agree to indemnify and hold us harmless from any claims by any person related to the linked bank account, including any other owner of the linked bank account. You may only link a bank account that is a deposit account, such as a checking, savings or money market account.

F. No Illegal Activity, Internet Gambling and Right to Refuse Transactions

You must not use your Dave Spending Account or Dave Card for any illegal purposes or, regardless of whether it is legal or illegal, for internet gambling. We may deny any transaction or refuse to accept any deposit that we believe is related to illegal activity, online gambling or for any other reason at our discretion.

G. How We Post Transactions To Your Dave Spending Account and Determine Your Available Balance

To understand how we post transactions to your Dave Spending Account, it is important to first understand the difference between your Available Balance and your ledger balance. Your Available Balance is the amount of money you have in your Dave Spending Account at any given time that is available for you to use. Your ledger balance is the balance in your Dave Spending Account at the beginning of the day after we have posted all transactions to your Dave Spending Account from the day before. We use your Available Balance to authorize your transactions throughout the day and determine whether you have sufficient funds to pay your transactions. Here are some additional terms that are helpful to understand:

- **Credit and debit** – A credit increases your balance and a debit decreases your balance.
- **Post or posted** – Transactions that are paid from or deposited to your Dave Spending Account. Posted transactions will either increase or decrease both your Available Balance and your ledger balance.
- **Pending** – Transactions that we receive notice of and are scheduled to post to your Dave Spending Account. Pending transactions affect your Available Balance, but not your ledger balance.
- **Card authorization and settlement** – When you use your Dave Card to make a purchase, the transaction occurs in two steps: card authorization and settlement. The card authorization reduces your Available Balance, but not your ledger balance. Settlement reduces both your Available Balance and your ledger balance. Card authorizations are removed when settlement occurs or after a certain number of days have passed, whichever is sooner. The amount of the card authorization and settlement may not be the same. Please see Section IV(I) for more information about card authorizations and settlement.

1. Posting Order

We receive transactions throughout the day and post them to your Dave Spending Account at the end of each business day. We generally group transactions into categories, and then post all transactions within a group to your Dave Spending Account before posting transactions from the next group.

First, we start with your ledger balance at the beginning of the business day, subtract any holds from your balance and make any adjustments from prior days. Next, we add available deposits and credits to your balance. Then, we subtract each transaction group and the transactions within each group in the following order:

- **Settled Dave Card transactions, Dave Card PIN transactions and ATM withdrawals:** Transactions in this group are posted in date and time order.
- **All other Electronic Fund Transfers, including ACH transfers:** Transactions in this group are posted in the order received by us.
- **Fees:** Fees are posted last to your Dave Spending Account and are posted in order from highest to lowest dollar amount.

We may change the way we group transactions together or the order in which we post transactions to your Dave Spending Account at our discretion and without notice to you. It is therefore important for you to keep track of the deposits you make and the transactions you authorize to make sure there are sufficient funds in your Dave Spending Account to cover all transactions and any applicable fees.

2. Determining Your Available Balance

To determine your Available Balance, we start with your ledger balance at the beginning of the business day, add any pending credits or deposits that we make available to you, and subtract any card authorizations and pending debits. All transactions are debited or credited in the order received

You may check your Available Balance at any time through the Mobile App. Keep in mind that your Available Balance may not reflect every transaction you have initiated or previously authorized. For example, your Available Balance may not include (1) transactions you have authorized that we have not received, (2) Dave Card transactions where the card authorization has been removed before the transaction is settled due to a merchant's delay in settlement, or (3) the full amount of a Dave Card transaction where the settlement amount is greater than the card authorization amount.

H. Statements

Statements will periodically be provided to you by email as long as your Dave Spending Account is not inactive. You will receive a statement monthly as long as you have transactions on your Dave Spending Account during the statement period. If there were no transactions on your Dave Spending Account, we will provide you statements at least quarterly. You will not receive paper statements.

I. Overdrafts and Negative Balances

We do not permit you to overdraw your Dave Spending Account and we do not charge you insufficient funds fees or overdraft fees. If the Available Balance in your Dave Spending Account is not sufficient to cover any transaction you have authorized, we can refuse to process the transaction. However, there may be instances where your Dave Spending Account can still become overdrawn. For example, if a deposit is returned or if a merchant settles a Dave Card transaction for an amount greater than the card authorization. You must make a deposit immediately to cover any negative balance. If your Dave Spending Account has a negative balance for sixty (60) calendar days or more, we may close your Dave Spending Account.

J. Closing Your Dave Spending Account and Account Suspensions

You can close your Dave Spending Account at any time and for any reason by submitting a request through the Mobile App or by contacting Dave by email at support@dave.com (<https://web.archive.org/web/20210502153358/mailto:support@dave.com>). It is important to understand that simply reducing your Available Balance to zero (\$0) is not sufficient to close your Dave Spending Account. We reserve the right to refuse your request if you have a negative balance on your Dave Spending Account.

We may also suspend or close your account at our discretion and for any reason with or without notice. This includes if we believe you are using your Dave Spending Account or Dave Card for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Dave, or if you otherwise present undue risk to us or Dave. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Dave Spending Account.

Subject to federal law, if your Dave Spending Account is closed, we will return your funds to you by ACH transfer to a linked bank account or by paper check. We reserve the right not to return funds to you if your account balance is one dollar (\$1) or less. The closure of your Dave Spending 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).

K. Dormancy, Inactivity and Unclaimed Property

State and federal law and our policy govern when your Dave Spending Account is considered dormant. Your Dave Account is usually considered dormant if you have not accessed your Dave Spending Account, communicated to us about your Dave Account or otherwise shown an interest in your Dave Spending 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 Dave Spending Account to the state of your last known address. We will make all reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Dave Spending 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 surrender of your funds to the state by simply using the Mobile App to view your Dave Spending Account, conducting transactions, contacting us about your Dave Spending Account or replying to any abandoned property notices we may provide to you.

We may also place your Dave Spending Account in an inactive status if you have not had any transaction for at least four (4) months. If your Dave Spending Account becomes inactive, you may not receive statements or be able to conduct certain transactions. Inactive Dave Spending Accounts must be reactivated. Contact Dave by email at support@dave.com (<https://web.archive.org/web/20210502153358/mailto:support@dave.com>) to reactivate your Dave Spending Account.

L. Fees and Fee Schedule

You agree to pay all fees and charges applicable to your Dave Spending Account and Dave Card. All fee amounts will be withdrawn from your Dave Spending Account and will be assessed as long as there is a remaining balance in your Dave Spending Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your Dave Spending Account will be applied to the fee amount resulting in a zero balance on your Dave Spending Account. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

Fee Description	Fee Amount and Frequency	Additional Details
Fee for Apple Pay, Google Pay and Debit Card Transfers	1% of the amount transferred (per transaction)	If you use Google Pay or Apple Pay for your transfer, they may charge their own fees.
Fee for Out-of-Network ATM* Withdrawals	\$2.50 (per transaction)	Transactions at MoneyPass® ATMs are fee free.
Foreign ATM Transaction Fee	3% of transaction amount	This is our fee. You may also be charged a fee by the ATM operator or other third party.
*We will charge you a fee for withdrawals made at any ATM that is not part of the MoneyPass® network. You may also be charged fees for transactions, including balance inquiries, by the out-of-network ATM operator even if you do not complete a withdrawal. Such fees will be charged to your Dave Spending Account by the ATM operator, and we do not control these third-party fees. Look for the MoneyPass® logo near the ATM or on the ATM screen to avoid paying any of these fees.		

IV. Using Your Dave Debit Mastercard

You will receive a Dave Card with your Dave Spending Account. The Dave Card is a debit card that allows you to access funds in your Dave Spending Account up to your Available Balance. You may not use the Dave Card for online gambling or for any illegal transactions or any transfer prohibited by Mastercard. The Dave Card will expire on the expiration date printed on the back the Dave Card. As long as your Dave Spending Account is in good standing, we will send you a replacement Dave Card as your expiration date nears.

The Dave Card is the property of Evolve and must be surrendered upon demand. The Dave Card is nontransferable, and it may be cancelled, repossessed or revoked at any time without prior notice except where required by law.

Not all services or features of your Dave Card described in this Agreement are available to all persons or at all locations. Any offer of a service or feature of your Dave Card in this Agreement will be deemed void where prohibited. Use of the Dave Card is also subject to all applicable rules and customs of any payment network, clearing house or other association involved in transactions in addition to this Agreement.

A. Activating the Dave Card and Setting a PIN

You must activate your Dave Card by following the instructions that come with the Dave Card before it can be used; this includes setting a Personal Identification Number ("PIN"). Do not write down your PIN or give your PIN number to anyone. You may be required to provide personal information to verify your identity to complete the activation process. You agree to sign the back of your Dave Card immediately upon receipt.

B. No Secondary Cardholders

The Dave Card is solely for your use and you may not request an additional card for another person. If you give anyone else access to your Dave Card, we will treat any transaction they initiate as authorized by you and you will be responsible for all transactions and fees that occur.

C. ATM and Point-of-Sale PIN Withdrawals

With your PIN, you can use your Dave Card to obtain cash from your Dave Spending Account up to your Available Balance at any ATM or any Point-of-Sale (“POS”) device in the United States that displays the Mastercard, Visa Plus, Plus, Interlink, Maestro, MoneyPass or Cirrus acceptance marks. Not all merchants will permit you to get cash back through their POS devices.

If you use an ATM not owned by MoneyPass for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third party fee amount assessed by the individual ATM operator only and is not assessed or controlled by us. This ATM fee amount will be charged to your Dave Spending Account.

D. Retail Card Purchases

You may use your Dave Card to make purchases using your PIN at any merchant with a POS device anywhere that displays the Mastercard, Visa Plus, Plus, Interlink, Maestro, MoneyPass or Cirrus acceptance marks. You may also use your Dave Card to make purchases without your PIN anywhere that Mastercard debit cards are accepted.

E. Split Transactions

You can instruct a merchant to charge your Dave Card for part of a purchase and pay any remaining amount with cash or another card. This is called a “split transaction.” Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Dave Card. If you fail to inform the merchant you would like to complete a split transaction and you do not have sufficient available funds in your Dave Spending Account to cover the entire purchase amount, your Dave Card is likely to be declined.

F. Card-Not-Present Transactions

You may make retail card purchases without presenting your Dave Card by providing information from your Dave Card, such as transactions done by internet or telephone. Conducting transactions in this way has the same legal effect as if you used the plastic Dave Card itself. For security reasons, the amount or number of such transactions you may make may be limited.

G. Virtual Dave Card

When you open a Dave Spending Account, you will also receive a virtual card (“Virtual Dave Card”) represented by a 16-digit card number, a 3-digit card verification value (“CVV”) number and an expiration date. The Virtual Dave Card is separate from your physical Dave Card and can be managed through the Mobile App. We will issue you a replacement Virtual Dave Card when it expires. The Virtual Dave Card accesses the available funds in your Dave Spending Account to make card-not-present transactions (see Section IV(F)) anywhere Mastercard debit cards are accepted in the same way as your physical Dave Card. The Virtual Dave Card can also be added to a digital wallet (see Section IV(M)) in the same way as your physical Dave Card. Your use of the Virtual Dave Card is subject to the terms of this Agreement, including transaction limitations, to the same extent as your physical Dave Card.

H. Foreign Transactions

You can use your Dave Card to purchase goods and services everywhere Mastercard debit cards are accepted. If you obtain funds or make a purchase in a currency other than U.S. dollars, the amount deducted from the Available Balance of your Dave Spending Account will be converted by Mastercard into an amount in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Dave Spending Account.

We will charge you a fee for transactions conducted at ATMs outside the United States. We do not charge you fees for other types of foreign transactions. Please refer to the Fee Schedule in Section III(L) for details. You may also be charged fees by third parties.

I. Card Authorization Holds

When you use your Dave Card to purchase goods or services or to obtain cash from a merchant, the merchant may request preauthorization ("Card Authorization") for the transaction. If the merchant makes such a request and there are sufficient available funds in your Dave Spending Account, we will approve the transaction and place a temporary hold on the funds in your Dave Spending Account. This hold will reduce the Available Balance in your Dave Spending Account. The amount of this temporary hold will usually be the amount of the Card Authorization. However, we will apply a hold for a different amount predetermined by us for transactions at certain types of merchants. If you use your Dave Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$75.00 or more.

The hold will remain on your Dave Spending Account until the merchant sends the final amount of the transaction to us and requests payment ("Settlement"). If the merchant does not request Settlement or is delayed in requesting Settlement, it may take up to seven (7) calendar days for the hold to be removed for most transactions. For transactions at hotels, it may take up to thirty (30) days for the hold to be removed. For transactions at rental car companies, it may take up to sixty (60) days for the hold to be removed.

Please note that the merchant controls the timing of both the Card Authorization and Settlement. This means that a merchant may initiate Settlement after Card Authorization hold has already been removed. If the hold is removed and you spend the funds in your Dave Spending Account before Settlement, it may cause your Dave Spending Account to overdraw. In addition, the Card Authorization amount that the merchant requests may be different than the Settlement amount. It is therefore very important that you keep track of your transactions and your Dave Spending Account. We cannot stop a Dave Card transaction once we have approved a Card Authorization and you will be responsible for repaying any negative balance that may occur in your Dave Spending Account.

J. Returns and Refunds

Please be aware of the merchant's return policies before using your Dave Card to make a purchase. Neither we nor Dave is responsible for the delivery, quality, safety, legality or any other aspect of the goods or services you purchase using your Dave Card. If you have a problem with a purchase that you made with your Dave Card or if you have a dispute with the merchant, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained using your Dave Card, you agree to accept credits to your Dave Card for the refund and agree to the refund policy of the merchant. The amounts credited to your Dave Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

K. Freezing Your Dave Card

You have the ability to "freeze" your Dave Card through the Mobile App if you misplace your Dave Card. Freezing your Dave Card will disable it and prevent it from being used. You may also remove the freeze through the Mobile App. However, you should always contact us immediately if you believe your Dave Card has been lost or stolen even if you have frozen your Dave Card through the Mobile App. Please refer to Section V(F) for information on lost or stolen Dave Cards and how to limit your liability for unauthorized transactions.

L. Replacing Your Dave Card

If you need to replace your Dave Card for any reason, please contact us through the chat feature in the Mobile App Monday through Saturday between 6:00AM Pacific Time and 6:00PM Pacific time; outside of these hours you can email Dave at support@dave.com (<https://web.archive.org/web/20210502153358/mailto:support@dave.com>) or call us at 1-844-857-3283. You will be required to provide personal information so that we may verify your identity before we will issue you a replacement Dave Card.

If you believe your Dave Card has been lost or stolen, you may immediately disable your Dave Card by contacting us at call 1-844-857-3283. We may cancel any Dave Card that has been disabled for sixty (60) calendar days or longer.

M. Use of the Dave Card With Digital Wallets

A digital wallet ("Wallet") provides another way for you to make purchases with your Dave Card. A digital wallet is a service provided by another company (such as Apple Pay, Android Pay, Samsung Pay, etc.), that allows you to use your Dave Card to enter into transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Dave Card is otherwise accepted, and your Dave Card may not be eligible for

all the features and functionalities of the Wallet. Any use of your Dave Card in or through the Wallet continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Dave Card with a Wallet at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

You can add or remove your Dave Card from a Wallet by following the instructions provided by the Wallet provider. By doing this, you agree to allow us to share your Dave Card information with the Wallet provider. You may be required to take additional steps to authenticate yourself before your Dave Card is added to the Wallet. We do not charge you any additional fees for adding your Dave Card to a Wallet or for using your Dave Card in the Wallet. However, any fees and charges that would apply when you use your Dave Card outside the Wallet will also apply when you use a Wallet to make purchases with your Dave Card or otherwise access your Dave Card. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. The digital version of your Dave Card in a Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you.

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you or for ensuring that your Dave Card is compatible with any Wallet service. We are only responsible for supplying information to the Wallet provider to allow usage of your Dave Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet, any mobile device you use with the Wallet, or the inability to use the Wallet for any transaction. We are not responsible for how the Wallet provider performs its services or any other third parties regarding any agreement you enter into with the Wallet provider or other third party. We do not control the privacy and security of any of your information that may be held by the Wallet provider. Any information held by the Wallet provider is governed by the privacy policy given to you by the Wallet provider. If you have location services enabled on your mobile device, the location of your mobile device may be collected and shared by the Wallet provider in accordance with their respective data and privacy policies, including with us. If you request to add your Dave Card to a Wallet, you authorize us to collect, transmit, store, use and share information about you, your mobile device, and your use of the Dave Card in accordance with our privacy policy, as amended from time to time, available at <https://www.dave.com/evolve-privacy>. (<https://web.archive.org/web/20210502153358/https://www.dave.com/evolve-privacy>).

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF A WALLET, YOUR USE OF THE DAVE CARD OR VIRTUAL DAVE CARD IN CONNECTION WITH A WALLET, OR A MOBILE DEVICE.

If you use a Wallet, you should protect your Wallet and your mobile device as you would your Dave Card. If your Wallet or mobile device is compromised, lost or stolen, you should also consider your Dave Card lost or stolen and notify us immediately. Please see Section V(F) for instructions for reporting a lost or stolen Dave Card.

If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the provider.

N. Additional Benefits from Mastercard

Your Dave Card may also be eligible for certain benefits provided by Mastercard. Please refer to Section VII for the Mastercard Guide to Benefits for Debit Cardholders.

O. Suspension and Cancellation

We may refuse to issue, deactivate, revoke, suspend or cancel your Dave Card at any time with or without notice to you, other than as required by law. This includes deactivating or canceling your Dave Card if it has been lost or stolen to prevent unauthorized transactions. You agree not to use your Dave Card once it has been deactivated, revoked, suspended or canceled. We may also limit your use of the Dave Card, including limiting or prohibiting specific types of transactions. If you would like to cancel your Dave Card, you may do so at any time by contacting us through the chat feature of the Mobile App or by emailing Dave at support@dave.com (<https://web.archive.org/web/20210502153358/mailto:support@dave.com>).

The cancellation of your Dave Card privileges will not otherwise affect your rights and obligations under this Agreement.

V. “Send a Check” Service

When you open a Dave Spending Account, you will be given access to the “Send a Check” Service accessible through the Mobile App. Send a Check allows you to authorize us to make payments in the form of a paper check on your behalf to third parties. There are no fees for making payments through Send a Check. Payments may only be sent to mailing addresses within the United States.

To initiate a Send a Check payment, you must provide the name and mailing address of each individual or company you wish to pay, as well as any other information requested through the Mobile App. You are responsible for verifying the completeness and accuracy of all information you give us for Send a Check payments. Neither we nor Dave are liable for losses resulting from incorrectly entered information on Send a Check payments.

A. How Send a Check Payments Are Processed

By using Send a Check, you authorize us to follow the payment instructions you have provided to us through the Send a Check service. The amount of the payment will be deducted from your Dave Spending Account and sent to the merchant or other third party on your behalf in the form of a paper check drawn on a third-party account at another bank. Checks will be sent on the business day following the date we process your payment request using standard U.S. Postal Service mail. Please allow three (3) to nine (9) days for delivery of the check to account for mailing time (“Delivery Time”). You are responsible for initiating Send a Check payments so that your payment is received prior to any applicable due dates. Neither we nor Dave are liable for any late penalties or fees assessed due to late Send a Check payments if they are delivered within the Delivery Time. The amount of the Send a Check payment will be immediately deducted from your Available Balance on the business day we process your payment. Send a Check payments are processed each business day by 6:00AM Pacific Time. Payments you authorize after this time or on a non-business day will be processed by 6:00AM Pacific Time the next business day. We reserve the right to refuse to process payments to any individual or company.

B. Returned or Uncashed Send a Check Payments

Send a Check payments may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the sole discretion of the individual or company you wish to pay. Send a Check payments may also be returned by the U.S. Postal Service in cases of expired or invalid addresses. If a payment is returned to us for any reason, the check will be voided and the full amount credited to your Dave Spending Account within one business day.

Uncashed Send a Check payments will be voided after 180 days. The full amount of the payment will be credited to your Dave Spending Account within one business day.

C. No Cancellations

Please make sure you provide us with accurate information when requesting a Send a Check payment. Once you have authorized a Send a Check payment, we cannot prevent the payment from being processed or the amount of the check from being deducted from your Dave Spending Account. If you do make a mistake, contact us right away through the chat feature of the Mobile App or by email at support@dave.com (<https://web.archive.org/web/20210502153358/mailto:support@dave.com>) and we can attempt to have the check that was mailed voided and help you obtain a refund or have a new check issued using the correct information.

D. Payments to the Government and Court-Ordered Payments

You initiate Send a Check payments to government entities (such as tax payments) or to make payments under a court order at your own risk and we discouraged you from doing so. In no event will we or Dave be liable for any claims, losses or damages resulting from you authorizing such payments, and neither we nor Dave have any obligation to research or resolve any claims that may arise. You will be solely responsible for researching and resolving any misapplied, mis-posted or misdirected Send a Check payments sent to government entities or pursuant to a court order.

VI. Electronic Fund Transfers

Your Dave Spending Account and the Dave Card allow you to withdraw funds up to the Available Balance or make deposits through Electronic Fund Transfers ("EFTs"). EFTs are transactions that are processed by electronic means and include, among others, ACH transfers, debit card transactions, ATM withdrawals, and cash loads through Green Dot®. This Section provides you with information and important disclosures and terms about the EFTs that are permitted on your Dave Spending Account or in connection with your Dave Card. You may also receive additional services from Dave through the Mobile App, that allow you to initiate EFTs to and from your Dave Spending Account that are not described in this Agreement. You will be provided separate agreements and disclosures applicable to those services from Dave.

A. Types of EFTs Supported by Your Dave Spending Account

Your Dave Spending Account allows the following types of EFTs:

- Direct deposits from your employer or other source of income
- Cash loads to your Dave Card using Green Dot® reload at the register
- Transfers to your Dave Spending Account using your Apple Pay, Google Pay or debit card
- Transfers to or from your Dave Spending Account to a linked bank account through the Mobile App
- Transfers to or from your Dave Spending Account to a merchant or other third party by providing the third party with your Dave Spending Account routing number and account number
- Payments to merchants and other third parties using the Send a Check feature
- Purchases or other transactions using your Dave Card at merchants that have agreed to accept the Dave Card
- ATM withdrawals using your Dave Card

B. Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Dave Spending Account. These limits are different for each type of transaction. For limits that apply to transactions that credit or deposit funds into your Dave Spending Account, please refer to Section III(A) concerning deposits. For limits that apply to transactions that debit or withdraw from your Dave Spending Account, please refer to Section III(D) concerning withdrawals.

For security reasons, your Dave Spending Account may be subject to security-related limits on the number and amount of transfers you can make from a linked bank account to your Dave Spending Account in addition to those described in Sections III(A) and III(D). These additional limitations are based on your account information and the transaction history of your Dave Spending Account and your linked bank account(s). These security-related limits may change from time-to-time. Dave will provide notice to you of such changes when required by applicable law.

C. Your Right to Receive Information and Documentation of Your Transactions

You will receive information and documentation concerning any EFTs that debit or credit your Dave Spending Account in the following ways:

- **Statements:** We will provide you information about each transaction that debits or credits your Dave Spending Account on your statements. Please refer to Section III(H) for information about statements. You may also view your transaction history at any time through the Mobile App.
- **Direct Deposits:** If you receive a direct deposit into your Dave Spending Account at least once every sixty (60) days from your employer or other person or company, you can check if the deposit has been made by reviewing your transaction history in the Mobile App or by contacting us through the chat feature of your Mobile App.
- **Receipts:** You can get a receipt at the time you make a withdrawal at an ATM or a purchase at a point-of-sale terminal using your Dave Card.

D. Preauthorized Transfers, Your Right to Stop Payment and Notices of Varying Amounts

If you authorize us or another company or person to withdraw from your Dave Spending Account or charge your Dave Card on a regular basis (such as when you sign up for "autopay" to pay a monthly bill), it is called a Preauthorized Transfer. You have the right to place a stop payment on Preauthorized Transfers, as well as get notification when the amount of a particular withdrawal will be different from the amount of the last

withdrawal.

1. Your Right to Stop Payment

If you authorize a company or person to take payments from your Dave Spending Account or charge your Dave Card on a regular basis through a Preauthorized Transfer, you can stop any of these payments by contacting us using the chat feature through the Mobile App or by sending us an email at support@dave.com (<https://web.archive.org/web/20210502153358/mailto:support@dave.com>) at least three (3) business days before the next payment is scheduled to be made.

Make sure to provide us with (1) your name, (2) your Dave Spending Account number, (3) the company or person taking the payments, and (4) the date and amount of the scheduled payment you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

2. Our Liability if We Fail To Stop a Preauthorized Transfer

If you order us to stop one of these payments three (3) business days or more before the payment is scheduled and provide us with all information requested, and we do not do so, we will be liable for your losses or damages proximately caused by the failure. However, we will not be liable if the company or person initiating the payments changes the dollar amount of the payment or makes other changes that cause us not to recognize it as the payment you requested be stopped.

3. Notices of Varying Amounts

If these regular payments vary in amount, the person or company you are paying will tell you ten (10) days before each payment when it will be made and how much it will be. You may be given the option to only get this notice when the payment will differ by more than a certain amount from the previous payment, or when the amount will fall outside certain limits that you set.

E. Our Liability for a Failure To Complete A Transaction

If we fail to complete a transaction on time or in the correct amount when properly instructed by you in accordance with this Agreement, we will be liable for damages proximately caused by the failure or error. However, there are some exceptions. We are not liable, for instance:

- If the Available Balance in your Dave Spending Account is not sufficient to complete the transaction through no fault of ours.
- If the ATM you use does not have enough cash.
- If the failure is due to an equipment or system breakdown that you knew about before you began a transaction.
- If a third party's mobile application or other system, such as Apple Pay or Google Pay, breaks down or does not work properly.
- The failure was caused by an Act of God, fire or other catastrophe, or any other cause beyond our control despite reasonable precautions we have taken.
- If your funds are not available due to a hold or if your funds are subject to legal process.
- If we do not complete a transaction because we or Dave has reason to believe the transaction is unauthorized or illegal.
- Your Dave Spending Account is closed or inactive.
- Your Dave Card has been frozen, revoked, canceled or suspended.

There may be additional exceptions stated in our or Dave's agreements with you or permitted by law.

F. Your Liability for Unauthorized EFTs

Contact us immediately if you believe that an unauthorized EFT has occurred or may occur concerning your Dave Spending Account, or if your Dave Card, PIN or your Mobile App login credentials have been lost, stolen or compromised. Calling us at 1-844-857-3283 is the best way of keeping your losses to a minimum.

You could lose all the money in your Dave Spending Account (and any bank accounts you have linked through the Mobile App) if you take no action to notify us of the unauthorized EFT or the loss or theft of your Dave Card, PIN or your Mobile App login credentials.

For unauthorized EFTs involving your Dave Card, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Dave Card, PIN and card number from loss or theft and you promptly report the loss or theft to us when you discover it. For all other unauthorized EFTs and where Mastercard's Zero Liability protection does not apply, your liability will be as follows if you notify us of the loss:

- If you tell us within two (2) business days after learning of the loss, theft or compromise of your Dave Card, PIN or your Mobile App login credentials, you can lose no more than \$50.
- If you do NOT tell us within two (2) business days and we can prove that we could have prevented the loss had you contacted us, you could lose as much as \$500.00.
- If your statement shows EFTs that you did not make and you do NOT contact us within sixty (60) days after the statement was made available to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevent those losses.

We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

G. In Case of Errors or Questions About Your EFTs

Contact us at 1-844-857-3283 or email at research@galileoprocessing.com

(<https://web.archive.org/web/20210502153358/mailto:research@galileoprocessing.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 a statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must provide us with the following information:

- Tell us your name and Dave Spending Account number.
- Describe the error or the EFT you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 by email within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will tell you the results and correct any error promptly. If we need more time, we may take up to forty-five (45) days—or ninety (90) days for Dave Spending Accounts open less than thirty (30) days, foreign-initiated transactions or point-of-sale Dave Card transactions—to investigate your complaint or question. If we decide to do this, we will credit your Dave Spending Account within ten (10) business days for the amount you think is in error, so that you will have the 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 ten (10) business days, we may not credit your account. For Dave Spending Accounts open less than thirty (30) days, we may take up to twenty (20) business days to credit your Dave Spending Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation by email. You may ask for copies of the documents that we used in our investigation.

VII. Other Legal Terms and Conditions

A. No Assignments

Your Dave Spending Account and your obligations under this Agreement are not transferable and not assignable as collateral for a loan or for any other purpose. We or Dave may transfer our rights under this Agreement.

B. Sub-Deposit Accounts

When you open a Dave Spending Account, we will also establish a deposit account or omnibus custody account ("Sub-Deposit Account") opened in Evolve's name for your benefit. Your Dave Spending Account and the Sub-Deposit Account are considered a single account for purposes of your deposits, withdrawals, tax reporting, balances and FDIC deposit insurance coverage, and will appear as such on your statements and when you view your Dave Spending Account through the Mobile App. The existence of the Sub-Deposit Account is only for internal purposes and to accommodate our business needs, and will not affect the manner in which you use your Dave Spending Account.

You agree to appoint Evolve as your agent and custodian so that we may open the Sub-Deposit Account and transfer, as your agent, funds you have deposited between your Dave Spending Account and the Sub-Deposit Account at our discretion. The Sub-Deposit Account will either be opened and maintained in our Trust Department, at another FDIC-insured depository institution ("Insured Depository Institution") or the Federal Reserve Bank. 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 the Sub-Deposit Account. You hereby consent to such release of information. Nothing in this section shall be deemed to prevent us from disclosing information to a third party if required by law.

You will not receive any written confirmation of the establishment of the Sub-Deposit Account, nor will you receive any statements, receipts or other documentation concerning the Sub-Deposit Account. The Sub-Deposit Account may also be transferred to another institution by us or any Insured Depository Institution that holds the Sub-Deposit Account at any time without notice to you.

You may terminate our role as your agent and custodian by providing us with thirty (30) days' prior written notice by mail to Evolve Bank & Trust, 6070 Poplar Avenue, 2nd Floor, Memphis, TN 38119. Termination will result in the return of your funds and the closure of your Dave Spending Account and Sub-Deposit Account.

C. Legal Processes and Claims Affecting Your Dave Spending Account

If we receive a levy, attachment, or other legal process against you (collectively, "Legal Process"), we may refuse to permit withdrawals or transfers from your Dave Spending Account until the Legal Process is dismissed or satisfied. Any Legal Process will be subject to our right of set-off and security interest. You are responsible for any losses, costs or expenses we incur as a result of any dispute or legal proceeding involving your Dave Spending Account. If we receive a claim against the funds in your Dave Spending Account, or if we know of or believe that there is a dispute as to the ownership or control of funds in your Dave Spending Account, we may, in our discretion: (1) place a hold on your Dave Spending Account and refuse to pay out any funds until we are satisfied that the dispute is settled; (2) close your Dave Spending Account and send the balance to the named account holder; (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.

D. Limitation of Liability and Disclaimer of Warranty

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 EVOLVE. 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 OR DAVE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES 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.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF THE MOBILE APP PROVIDED TO YOU BY DAVE. 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.

ALL BANK SERVICES AND DAVE SPENDING ACCOUNT OR DAVE CARD 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, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK'S SERVICES OR DAVE BANK ACCOUNT OR DAVE CARD FEATURES

WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

E. Indemnification

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 for 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 (1) the matters set forth herein; (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (3) any action or omission by you; or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

F. Our Right of Set-Off and Security Interest

We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This means that we can take any funds in your Dave Spending Account or any other account you have with us to pay any debt or liability you owe us. You also agree to grant us a security interest in your Dave Spending Account to secure payment of any money that you owe to us or will owe us arising under this Agreement or any other agreements with us. You acknowledge that this security interest is consensual and in addition to any right of set-off. We may exercise our security interest or right of set-off without regard to the source of the funds in your Dave Spending Account or prior recourse to other sources of repayment or collateral, even if it causes you to incur penalties or suffer any other consequence. You waive any conditions or limits to our right of set-off to the maximum extent permitted by law. We will notify you if we exercise our right to set-off if required by law.

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 Dave Spending Account for our losses without prior notice to you.

G. Changes in Terms and Additional Services

We may change this Agreement, or any fees and features of your Dave Spending Account or Dave Card, at any time by posting an amended Agreement on Dave's website, Dave.com, and any such amendment shall be effective upon posting. We will give you advance notice of any change where required by 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. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Dave Spending Account or Dave Card (e.g., wire transfers or check services), we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

H. No Waiver of Rights

We may waive or decline to enforce any of our rights under this Agreement without obligating ourselves to waive such rights in the future or on any other occasion. We may release any other person obligated under this Agreement without affecting your responsibilities under this Agreement.

I. 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. To the extent permitted by law, the parties waive any provision of law which prohibits or renders unenforceable any provisions of this Agreement, and to the extent that such waiver is not permitted by law, you and us agree that such provision will be interpreted as modified to the minimum extent necessary to render the provisions enforceable.

J. Governing Law, Forum and Time Limits

All actions relating to your Dave Spending Account and this Agreement will be governed by the laws and regulations of the United States and the State of Tennessee where your Dave Spending Account will be opened, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated will be resolved in a federal or state court located in Shelby County, Tennessee and that you will be subject to such court's jurisdiction.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or Tennessee law, or another agreement you have with us, provides for a shorter time. If federal or Tennessee law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

K. Arbitration and Waivers

THIS ARBITRATION AND WAIVERS SECTION ("ARBITRATION PROVISION") WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. PLEASE READ THIS ARBITRATION AND WAIVERS SECTION CAREFULLY. For a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in class arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is final and binding.

1. Definitions Applicable to This Arbitration Provision

If you have a dispute with us or Dave, 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. For purposes of this Arbitration Provision, a "claim" or "dispute" is any unresolved disagreement between you, us and/or Dave, arising from or relating in any way to the Dave Spending Account or this Agreement. The terms "claim" and "dispute" are to be given the broadest possible meaning that will be enforced. This includes any disagreements about the meaning, application or enforceability of this Arbitration Provision. As solely used in this Arbitration Provision, "we" or "us" shall include Evolve, its affiliates and their successors, employees, directors, officers and agents, and the terms "you" or "yours" shall mean each Dave Spending Account owner and all persons or entities approved to have, approved to use and/or given access to a Dave Spending Account. The term "Dave Spending Account," for purposes of arbitration, includes any updated or substitute Dave Spending Account for you.

2. Binding Arbitration and Appeals

Arbitration applies whenever there is a claim between you and us. 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. 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 Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken.

3. Informal Dispute Resolution

If a claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your claim to us by sending an email to legal@dave.com (<https://web.archive.org/web/20210502153358/mailto:legal@dave.com>) at any time.

4. Initiation of Arbitration

Any claim must be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision 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. If a selection by us of one of these organizations is unacceptable to you, you have the right within ten (10) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a claim or for other information about these organizations, contact them as follows: (1) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com (<https://web.archive.org/web/20210502153358/http://www.jamsadr.com/>); and (2) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org (<https://web.archive.org/web/20210502153358/http://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 Arbitration Provision, this Arbitration Provision shall control.

If you initiate the arbitration, you must notify us in writing at: legal@dave.com (<https://web.archive.org/web/20210502153358/mailto:legal@dave.com>). If we initiate the arbitration, we will notify you in writing at your last known address in our file.

5. Class Action and Jury Waiver

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR 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 ACCOUNT. THIS IS SO WHETHER OR NOT THE CLAIM HAS BEEN ASSIGNED. FURTHER, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT, OR HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA.

6. Location of Arbitration and Costs

The 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. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us in writing and we determine in good faith there is a justifiable reason for doing so. 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.

7. Governing Law for Arbitration

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 Provision; and (3) this Arbitration Provision 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 of Arbitration Provision and Waivers

This Arbitration Provision shall survive termination of your Dave Spending Account, this Agreement and any bankruptcy by you or us. If any portion of this Arbitration Provision 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 Arbitration Provision, this Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

VIII. Mastercard Guide to Benefits for Debit Cardholders

Dave Debit Mastercard

Important Information. Please read and save.

This Guide to Benefits contains detailed information about insurance, retail protection and travel services you can access as a preferred cardholder. This Guide supersedes any guide or program description you may have received earlier.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard: 1-800-627-8372**, or **en Español: 1-800-633-4466**.

“Card” refers to Mastercard® card and “Cardholder” refers to a Mastercard® cardholder.

Key Terms

Key Terms:

Throughout this document, You and Your refer to the **cardholder** or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG company, Inc. (Except for Satisfaction Guarantee refer to AIG Warranty Guard, Inc.)

Administrator means Sedgwick Claims Management Services, Inc., you may contact the administrator if you have questions regarding this coverage or would like to make a claim. The administrator can be reached by phone at **1-800-Mastercard**.

Authorized User means an individual who is authorized to make purchases on the covered card by the cardholder and is recorded by the Participating Organization on its records as being an authorized user.

Cardholder means the person who has been issued an account by the Participating Organization for the covered card.

Covered Card means the Mastercard card.

Evidence of Coverage (EOC) means the document describing the terms, conditions, and exclusions. The EOC, Key Terms, and Legal Disclosures are the entire agreement between You and Us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not a part of your coverage.

United States Dollars (USD) means the currency of the United States of America.

Mastercard ID Theft Protection™

Program Description:

Mastercard ID Theft Protection (IDT) provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering will alert you about possible identity theft by monitoring the surface, dark and deep web, searching for compromised credentials and potentially damaging use of your registered personal information in order to detect fraud at its inception.

Eligibility:

All Mastercard consumer debit cardholders in the US are eligible for this coverage.

Access:

Simply contact **1-800-Mastercard** if you believe you have been a victim of Identity Theft.

Services Provided:

Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at <https://mastercardus.idprotectiononline.com/> (<https://web.archive.org/web/20210502153358/https://mastercardus.idprotectiononline.com/>). The services include: **Online Monitoring Dashboard (requires activation)**: The online monitoring dashboard is the primary user interface for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity monitoring alerts.

Monthly Risk Alert / Newsletter: Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity protection practices.

Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of your personal information, and alerts you via email so that you can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:

- Email addresses
- Debit/credit cards/prepaid cards
- Bank accounts
- Web logins; username and password
- Medical insurance cards
- Drivers' license
- Loyalty cards
- Affinity cards
- Passport number
- Vehicle insurance cards
- Social Security number

To take advantage of this service, the cardholder must enter the personal information they wish to monitor on the dashboard.

Resolution Services: You will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve your identity theft incident and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. Cardholders are given the option to sign limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the cardholders' behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

Lost Wallet Assistance: Cardholder's will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit card, driver's license, Social Security card, and passport.

Single Bureau Credit Monitoring: Cardholders' TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the cardholders' TransUnion credit file so they can take immediate action to minimize damage.

To take advantage of this service, the cardholder must enter their Social Security number on the dashboard and pass credit authentication.

Financial Account Takeover: IDT monitors cardholder's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

- Debit/credit cards/prepaid cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.

URL and Domain Monitoring: URL and Domain monitoring allows Cardholder to enter up to 10 domain or URL names related to cardholder's business. This service will monitor the domain and URL names for any compromised email addresses associated with the domain or URL names and if compromised email addresses are found in a data breach, this service will alert the registered cardholder via email and provide information regarding the specific email address that was breached along with information about the date found and source (provided that this information is available).

For more information regarding the services stated above and additional information, please visit <https://mastercardus.idprotectiononline.com/> (<https://web.archive.org/web/20210502153358/https://mastercardus.idprotectiononline.com/>).

Charges:

There is no charge for these services, they are provided by your Financial Institution.

Services NOT Provided:

- When it is determined you have committed any dishonest, criminal, malicious or fraudulent act.
- When your financial institution or card issuer which provides this Service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

Program Provisions for Mastercard ID Theft Protection:

This service applies only to you, the named Mastercard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Mastercard cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30-120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard**.

Extended Warranty

Evidence of Coverage

Refer to the Key Terms for the definitions of You, Your, We, Us, Our, and words that appear in bold and Legal Disclosures.

A. To get coverage:

- You must purchase the new item entirely with your covered card and/or accumulated points from your covered card for yourself or to give as a gift.
- The item must have an original manufacturer's (or U.S. store brand) warranty of twelve (12) months or less.

B. The kind of coverage you receive:

- Extended Warranty doubles the original manufacturer warranty up to a maximum of twelve (12) months on most items you purchase. For products with multiple warranty components, each warranty time period will be extended up to a maximum of twelve (12) months. An example of a product with multiple warranty components includes an appliance with original manufacturer's (or U.S. store brand) warranties that differ for parts, labor, compressor, etc.
- If you purchase a service contract or an optional extended warranty of twelve (12) months or less on your item, we will cover up to an additional twelve (12) months after both the original manufacturer's (or U.S. store brand) warranty and the purchased service contract or extended warranty coverage period end. If your service contract or extended warranty exceeds twelve (12) months, this coverage does not apply.
- If you do not have an additional service contract or an optional extended warranty, this Extended Warranty benefit commences the day after your original manufacturer's (or U.S. store brand) warranty expires.

C. Coverage limitations:

- The maximum benefit for repair or replacement shall not exceed the actual amount charged on your covered card or \$10,000, whichever is less.
- If either the original manufacturer's (or U.S. store brand) warranty or the service contract covers more than twelve (12) months, this benefit will not apply.
- We or our **administrator** will decide if a covered failure will be repaired or replaced, or whether you will be reimbursed up to the amount paid for the item. Items will be replaced with those of like kind and quality. However, we cannot guarantee to match exact color, material, brand, size, or model.

D. What is NOT covered:

- Used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles) that do not come with a manufacturer warranty (repair or replacement amount will not include market value at time of claim); recycled, previously owned, refurbished, rebuilt, or remanufactured items; product guarantees (e.g., glass breakage).
- Floor models that do not come with an original manufacturer warranty.
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories. Parts, if purchased separately, may be covered.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Plants, shrubs, animals, pets, consumables, and perishables.
- Professional services (including, but not limited to, the performance or rendering of labor or maintenance; repair or installation of products, goods or property; professional advice of any kind, including, but not limited to, information/ services or advice secured from any help or support line; or technical support for software, hardware, or any other peripherals).
- Application programs, operating software, and other software.
- All types of media with stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, film and audio cassettes).
- Any shipping charges, transportation and delivery charges, or promised time frames for delivery, whether or not stated or covered by the manufacturer's warranty.
- Direct or indirect loss resulting from any Acts of God (including, but not limited to, flood, hurricane, lightning, and earthquake).
- Indirect or direct damages resulting from a covered loss.
- Mechanical failure arising from product recalls.
- Trip, service, or diagnostic charges in the absence of any covered repairs or verified failure.
- Loss resulting from war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband, illegal activity, or acts.
- Mechanical failures caused by normal wear and tear or gradual deterioration where no failure has occurred.
- Items purchased for resale, professional, or commercial use.
- Mechanical failures caused by lack of maintenance/service.
- Losses caused by power surge, contamination by radioactive or hazardous substances, including mold.
- Physical damage to the item.
- Any exclusion listed in the original manufacturer's warranty.

E. How to file a claim:

- Call 1-800-Mastercard or go to www.mycardbenefits.com (<https://web.archive.org/web/20210502153358/http://www.mycardbenefits.com/>) to initiate a claim. You must report the claim within sixty (60) days of the failure or the claim may not be honored.
- Submit the following documentation within one hundred and eighty (180) days from the date of failure or the claim may not be honored:
 - Receipt showing covered item(s).
 - Statement showing covered item(s).
 - Itemized purchase receipt(s).
 - Original manufacturer's (or U.S. store brand) warranty.
 - Service contract or optional extended warranty, if applicable.
 - Itemized repair estimate from a factory authorized service provider.
- Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Satisfaction Guarantee

The Legal Disclosure is part of this agreement.

A. To get coverage:

You must purchase the new item entirely with your **covered card** and/or accumulated points from your covered card for yourself or to give as a gift.

B. The kind of coverage you receive:

- Purchases you make entirely with your covered card are covered for sixty (60) days from the date of purchase as indicated on your receipt for a full refund in the event that you are dissatisfied with your purchase and the store will not accept the item for return.
- Items you purchase with your covered card and give as gifts also are covered.
- This coverage is secondary to any other applicable insurance or coverage available to you or the gift recipient. Coverage is limited to only those amounts not covered by any other insurance or coverage.

C. Coverage limitations:

- Coverage is limited to the actual cost of the item (excluding taxes, storage, shipping, and handling costs), up to \$250 per claim. In no event will we pay more than the purchase price of the item.
- Items must be returned undamaged, in good working condition, and in its original and complete packaging. You are responsible for all mailing costs.

D. What is NOT covered:

- Damaged, defective, or non-working items.
- Jewelry, art, used or antique items; collectibles of any kind (such as items designed for people to collect or items that over time become collectibles); recycled, previously owned, refurbished, rebuilt, or remanufactured items.
- Customized/personalized, rare, one of a kind, or special order items.
- Professional services, including workmanship, installation, professional advice/counseling, and technical support, or help line.
- Items purchased for resale, professional, or commercial use.
- Plants, shrubs, animals, pets, consumables, and perishables.
- All types of stored data or music (including, but not limited to, computer software, DVDs, video cassettes, CDs, audio cassettes).
- Motorized vehicles, including, but not limited to, automobiles, watercraft/boats, aircraft, and motorcycles, or their motors, equipment, or accessories.
- Land, any buildings (including, but not limited to, homes and dwellings), permanently installed items, fixtures, or structures.
- Game animals, pets, or specimens preserved for display (e.g., fish, birds, reptiles, or mammals).
- Traveler's checks, tickets of any kind (e.g., for airlines, sporting events, concerts, or lottery), negotiable instruments, bullion, rare or precious metals, stamps, and coins, currency or its equivalent.
- Shipping charges, taxes, storage fees, postage, transportation and delivery charges; promised time frames of delivery.

- Products purchased at auctions.

E. How to file a claim:

Call **1-800-Mastercard** or go to **[www.mycardbenefits.com](https://web.archive.org/web/20210502153358/http://www.mycardbenefits.com/)** (<https://web.archive.org/web/20210502153358/http://www.mycardbenefits.com/>) to initiate a claim. You must report the claim within sixty (60) days of the date of purchase or the claim may not be honored.

- Submit the following documentation within one hundred and eighty (180) days of the date you report the claim:
 - Receipt showing the purchased item(s).
 - Statement showing the purchased item(s).
 - Itemized purchase receipt(s).
 - Written documentation from the store manager or equivalent on store letterhead documenting the refusal to accept the returned item.
 - A copy of the store's return policy.
- Any other documentation that may be reasonably requested by us or our **administrator** to validate a claim.

You must send the item to us or our administrator before any claim will be paid. Item must be returned in its original packaging along with the original owner's manuals and warranty information. You are responsible for all mailing or shipping costs to us or our administrator. Items sent to us or our administrator will not be returned to you.

Mastercard Global Service

Mastercard Global Service™ provides worldwide, 24-hour assistance with **Lost and Stolen Card Reporting, Emergency Card Replacement, and Emergency Cash Advance.**

Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days almost everywhere else.

Remember, if you report your card lost or stolen, you will not be responsible for any unauthorized transactions on your account.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-307-7309**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language.

You can call toll-free from over 80 countries worldwide. Some of the key toll-free Mastercard Global Service telephone numbers are:

Australia.....1-800-120-113 Mexico.....001-800-307-7309

Austria.....0800-070-6138 Netherlands.....0800-022-5821

France.....0-800-90-1387 Poland.....0-0800-111-1211

Germany.....0800-071-3542 Portugal.....800-8-11-272

Hungary.....06800-12517 Spain.....900-822-756

Ireland.....1-800-55-7378 United Kingdom....0800-96-4767

Italy.....800-870-866 Virgin Islands.....1-800-307-7309

For additional information, or for country-specific, toll-free telephone numbers not listed above, visit our website at **[www.mastercard.com](https://web.archive.org/web/20210502153358/http://www.mastercard.com/)** (<https://web.archive.org/web/20210502153358/http://www.mastercard.com/>) or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the U.S., call Mastercard Global Service to access your card issuer for account information or to access any of your card benefits.

ATM Locations:

Call **1-877-FINDATM (1-877-346-3286)** to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard®, Maestro®, and Cirrus® brands. Also, visit our website at www.mastercard.com (<https://web.archive.org/web/20210502153358/http://www.mastercard.com/>) to use our ATM locator.

You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

Mastercard Airport Concierge™

Your passport to the finer side of air travel.

Enjoy a 15% savings on Airport Meet and Greet services. Arrange for a personal, dedicated Meet and Greet agent to escort you through the airport on departure, arrival or any connecting flights at over 700 destinations worldwide 24 hours a day, 7 days a week, 365 days a year. There are also certain airports where you can be expedited through the security and/or the immigration process. To reserve Mastercard Airport Concierge services visit <http://www.mastercard.com/airportconcierge> (<https://web.archive.org/web/20210502153358/http://www.mastercard.com/airportconcierge>) or consult your Travel Advisor.

Account and Billing Information

Important: Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

Reminder: Please refer to the Legal Disclosure section .

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the accountholder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and **EOC** are governed by the Group Policy.

Effective date of benefits: Effective July 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all **cardholders**. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States, the District of Columbia, American Samoa, Puerto Rico, Guam, and the U.S. Virgin Islands. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out

of these programs. These benefits do not apply if your card privileges have been cancelled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or cancelled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim administrator for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

Dispute Resolution – Arbitration: This EOC requires binding arbitration if there is an unresolved dispute concerning this EOC (including the cost of, lack of or actual repair or replacement arising from a loss or breakdown). Under this Arbitration provision, You give up your right to resolve any dispute arising from this EOC by a judge and/or a jury.

You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three (3) arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing the parties' positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law.

To start arbitration, the disputing party must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the loss occurred or the dispute arose. The parties will each separately select an arbitrator. The two (2) arbitrators will select a third arbitrator called an "umpire." Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by the parties. Unless otherwise agreed to by the parties, the arbitration will take place in the county and state in which You live. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association (www.adr.org) will apply to any arbitration under this EOC. The laws of the state of New York (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this EOC and all transactions contemplated by this EOC, including, without limitation, the validity, interpretation, construction, performance and enforcement of this EOC.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

Salvage: If an item is not repairable, the claim administrator may request that the cardholder or gift recipient send the item to the administrator for salvage at the cardholder's or gift recipient's expense. Failure to remit the requested item for salvage to the claim administrator may result in denial of the claim.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. **Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.**

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

To file a claim, call 1-800-Mastercard: 1-800-627-8372, or en Español: 1-800-633-4466.

Visit our Web site at www.mastercard.com. (<https://web.archive.org/web/20210502153358/http://www.mastercard.com/>)

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