

Terms of Use

Agreement with Respect to Terms of Use

This Website is owned and operated by EvoShare, Inc, a Delaware Corporation, located in California (“EvoShare”). In this Terms of Use, the user may be referred to as “you” and EvoShare may be referred to as “us”, “we”, or “our”. These Terms of Use constitute a legally binding agreement between EvoShare and you. You are responsible for regularly reviewing these Terms of Use. You can review the most current version of the Terms of Use at any time on the Evoshare website. You acknowledge that you have read these Terms of Use, and accept, understand and will be bound by such terms and conditions. You further acknowledge that these Terms of Use, together with the Privacy Policy supersede any proposal or prior agreement oral or written, and any other communications between us relating to your access or use of the Site, and/or Services (as defined below).

Registration

To participate in EvoShare’s Services, you must register with Evoshare for the appropriate account. There are three different accounts available: Employer, Employee, and Retirement Service Provider. By submitting an application to participate in the Services (which you can find [here](#)) you represent and warrant that you have the right to enter into and perform this agreement with EvoShare. Participation in the Services is subject to EvoShare’s prior approval. EvoShare reserves the right to refuse participation to any organization or company, at any time, in its sole discretion. To participate, you must be a United States based organization or company, or an individual over 18, with the right to work in the United States. As a condition of registration, you agree that you will only provide accurate information, and update or maintain your account to keep the information for the account accurate. You acknowledge that if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your access to and use of the Service. Our use and disclosure of any such information that you provide is governed by our Privacy Policy.

Username and Password

As part of the account set-up and registration process, you may be asked to select a username and password. We may refuse to grant you a username for any reason in our sole discretion, including in the event that we determine that such user name impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be

responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Service to any third party. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES (INCLUDING PURCHASES, AS APPLICABLE) THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

Employer Accounts

If an Employer wishes to implement EvoShare without their Retirement Service Provider being an EvoShare Partner, EvoShare would charge the Employer the onboarding and monthly fees found [here](#). If an Employer's Retirement Service Provider is an EvoShare Partner, the employer is subject to the fee structure, if applicable, that has been established between EvoShare and the EvoShare Partner. Employer Accounts are subject to approval by EvoShare. EvoShare has sole discretion in choosing whether or not to approve an Employer registration.

Companies who desire to have or already have an employer sponsored retirement program for employees ("Employer") may apply for registration to use EvoShare's services ("Services"). By submitting an application to participate in the Services, you represent and warrant that you: 1) have the right to enter into and perform this agreement with EvoShare including, but not limited to, the consent of the Employer to use its name and/or logo, and 2) that the information in your application is true, complete and current. By participating in the Services, you grant EvoShare a worldwide right to: 1) display your listing on our Website; 2) promote your organization or company as part of the Services online, in print and any other media; and 3) display your trademark, logo, slogans and other source or business identifiers in promotion of your company or organization.

If an Employer terminates its customer relationship with an EvoShare Partner and their new Retirement Service Provider is not an EvoShare Partner, the Employer would be required to pay EvoShare's onboarding and monthly fees, or terminate the relationship with EvoShare.

Employers may terminate their relationship with EvoShare and our right to use their name and logo at any time by providing EvoShare with a written notice and EvoShare will cease all use within a 30-day period. EvoShare acknowledges that you retain all right, title, and interest in and to your name and logo and reserves all rights not expressly granted.

Employers may promote their participation in the service by displaying the EvoShare trademark, logo, slogan and other source or business identifiers. EvoShare may terminate this Agreement or remove their listing from the Website and Services at any time for any reason. Upon receipt of written notice of termination from EvoShare, the Employer must promptly remove any source or business identifiers of EvoShare and disable the links from their website to the Services.

Employees of the Employer are considered “EvoSavers.” When an “EvoSaver” makes a purchase at a participating [online](#) or [offline](#) merchant, that transaction is recorded by EvoShare. A percentage of the transaction is given to the EvoSaver as “cash-back” and stored as points in their EvoSaver account: 1 point equals \$1 in cash-back.

Paycheck Deductions based on EvoShare Dollars

As often as desired, the Employer commits to logging into their employer dashboard with EvoShare and downloading a worksheet with information on employees that are saving toward their employer-sponsored retirement plan and the amount of EvoShare Dollars they have accrued. EvoShare Dollars represent the employee’s cash-back, family members’ cash-back, and supercharges. Employees that are saving toward a non-employer related account (i.e. IRA, student loan, or college savings plan) will not be included in this worksheet since no payroll deduction is needed to redeem their EvoShare Dollars to those financial accounts. Payroll deductions are only needed for employees saving toward an employer-sponsored retirement plan.

The Employer commits to filling out their portion of worksheet by specifying whether or not those employees are allowed to contribute their EvoShare Dollars toward their employer-sponsored retirement plan. For employees that have over 10 EvoShare Dollars and are allowed to contribute their EvoShare Dollars toward their employer-sponsored retirement plan, EvoShare will send the employees their EvoShare Dollars via ACH transfer. The employer will then deduct the EvoShare Dollar amount from the employee’s upcoming paycheck as an additional retirement contribution. EvoShare does not send any funds to the employer. EvoShare only provides the Employer with data on which dollar amounts to deduct from Employees’ next paycheck.

It is the responsibility of the Employer to ensure employees are allowed to contribute their EvoShare Dollars and make paycheck deductions in an amount that is equal to the employees’ EvoShare Dollars. For employees that are not allowed to contribute their EvoShare Dollars, EvoShare asks that the Employer provides the reason so that

EvoShare can engage the employee according to its internal procedures. For example, if an Employee is terminated, EvoShare will email them and provide a 90-day grace period to continue accruing EvoShare Dollars. However, the terminated Employee can only apply the EvoShare Dollars toward a non-employer related account. If an Employee has maxed out their retirement contributions, the Employee can store and continue accumulating the cash-back until next year or use their EvoShare Dollars toward a non-employer related account.

Employer is solely responsible for errors made by their payroll department when processing the additional paycheck deductions. EvoShare will conduct their due diligence in providing accurate EvoShare Dollar amounts and maintaining records of this information.

Should an error happen while processing the additional paycheck deductions, the Employer and EvoShare will review all pertinent records. If EvoShare is found to have provided inaccurate EvoShare Dollar amount(s), EvoShare will be responsible for reconciling paycheck earning discrepancies caused by the paycheck deduction error. If the Employer is found to have entered inaccurate EvoShare Dollar amounts while processing the additional paycheck deductions, the Employer will be responsible for reconciling paycheck earning discrepancies caused by the paycheck deduction error.

EvoSaver Accounts

Employees (“EvoSavers”) of Employers that have chosen to register for an EvoShare Employer Account may register for an EvoSaver Account and earn cash-back toward an employer-sponsored retirement plan, IRA, student loan, or college savings plan.

An EvoSaver Account allows the EvoSaver to authorize his or her payment card network (e.g., Visa, MasterCard, American Express) (“Payment Card Network”) to monitor and share his or her transaction data made with his or her registered payment card at participating merchants with EvoShare and its third party service providers (including Empyr) (“Third Party Service Providers”). EvoShare shall obtain, provide, and/or use the EvoShare Saver’s transaction data to calculate his or her points, redeem rewards, enable his or her card-linked offer(s), target offers that may be of interest to him or her, and to facilitate the EvoShare program in accordance with the EvoShare program Terms of Use and Privacy Policy. EvoShare may share the EvoShare Saver’s transaction data with participating restaurants to determine if he or she is eligible to receive the offered reward. The EvoShare Saver may opt-out of the EvoShare program

at any time by signing into the EvoShare dashboard and deleting the card on the Linked card(s) tab.

SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS AND ALL APPLICABLE LAWS, EvoShare grants you permission to access and use the EvoShare Service solely for your personal use, at the level for which you have registered, as set forth in these Terms and consistent with the intended features of the EvoShare Service.

In order to use the EvoShare Service, you must have a EvoShare account in good standing and you must enroll a valid, eligible credit or debit card by submitting your card information that EvoShare requests. You agree that the information you provide to EvoShare on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times and you represent and warrant that you are authorized to use the payment card that you submitted.

By registering for or interacting with the EvoShare Service you represent that you have read and accepted the terms of the [Privacy Policy](#).

Receiving cash-back (Statement credits)

Earnings from local restaurants may take anywhere from a few minutes to 7 business days to show up, depending on the type of card used and restaurant visited. Earnings from online businesses normally take 1-30 business days to process. In some case, the earning process may be delayed.

In order for EvoShare to redeem an EvoSaver's cash-back toward an employer-sponsored retirement plan, IRA, student loan account, or college savings plan, the EvoSaver must earn a minimum of \$10 in cash-back.

For an EvoSaver using an Employee sponsored Retirement Savings Account, such as a 401(k), periodically, EvoShare send the EvoSaver their cash-back earnings via direct deposit. The EvoSaver is notified when the cash-back earnings are sent. The EvoSaver's Employer will then deduct an equal amount from the EvoSaver's upcoming paycheck as an additional contribution toward their employer-sponsored retirement plan. This additional deduction will only happen if the EvoSaver has earned at least \$10 in cash-back and the employer confirms that the EvoSaver is allowed to contribute toward their employer-sponsored retirement plan. EvoShare will not be making any contributions directly to a 401(k) account on behalf of the EvoSaver.

For the EvoSaver using the Service to contribute to an IRA, Student Loan, or College Savings Plan, EvoShare will send the cash-back earnings amount directly to the IRA, Student Loan, or College Savings Plan provider. To participate in this, the EvoSaver must provide accurate and complete IRA, Student Loan, or College Savings Plan account information to EvoShare, and authorizes EvoShare to make these contributions on the EvoSaver's behalf.

In no event shall the applicable Payment Card Network be considered as maintaining any type of financial obligation or deposit or other asset account, or holding funds or other value for you for distribution to you. Any pending Cash-back represents offer fulfillment amounts in process owed by the Participating Retailer or EvoShare, as applicable, and not your funds or balances maintained or held by the Payment Card Network.

Card eligibility

Not all Visa, MasterCard, and American Express cards are eligible for registration. Visa, MasterCard, and American Express Corporate cards, Visa, MasterCard, and American Express Purchasing cards, non-reloadable prepaid cards, government-administered prepaid cards (including EBT cards), healthcare (including Health Savings Account (HSA) or Flexible Spending Account (FSA) or insurance prepaid cards, Visa Buxx, and Visa, MasterCard, and American Express-branded cards whose transactions are not processed through the Visa U.S.A payment system, MasterCard payment system, and/or American Express payment system are not eligible to participate.

Transaction eligibility

Not all transactions with your registered Visa, MasterCard and American Express card are tracked by Visa, MasterCard and American Express.

You acknowledge that Visa, MasterCard, and American Express may be unable to monitor every transaction made with your enrolled Visa, MasterCard, or American Express card, including PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments made through other payment methods (such as a digital wallet or a third party payment app, where you may choose your Visa, MasterCard, or American Express card as a funding source but you do not present your card directly to the merchant), payments of existing balances, balance transfers, or transactions that are not processed or submitted through the Visa

U.S.A., MasterCard, and American Express payment systems, and that these transactions are not eligible.

Maximum cash-back per transaction is \$250.

Debit Instructions

If you register a debit card, your transaction must be processed as a 'credit' (i.e., signature) transaction to make sure the transaction can be monitored. Do not use a Personal Identification Number (PIN) when paying for your purchases with your enrolled card if you want the transaction to be eligible for rewards or offer completion.

Double Enrollment Restrictions

Please note that we use Empyr as our Third Party Service Provider to help us operate our program. Your payment card may only be enrolled in one program operated by Empyr. If you have already enrolled a payment card with a separate program operated by Empyr, you will be unable to register that card in both Empyr and the other Empyr-operated program. You may enroll another payment card in Empyr or deactivate your card in the other Empyr-operated program.

EvoShare Partners

Retirement Service Providers (i.e. Retirement Plan Consultants, Recordkeepers, Third Party Administrators, Financial Wellness Companies, Benefit Brokers) that service Employers with an employer-sponsored retirement plan may register for an EvoShare Partner account.

Becoming an EvoShare Partner is subject to a separate partnership agreement with EvoShare. EvoShare has sole discretion in choosing whether or not to approve EvoShare Partner registration.

By submitting an application to participate in the Services, you represent and warrant that you: 1) have the right to enter into and perform this agreement with EvoShare including, but not limited to, the consent of the service provider, Employer, or Benefits Service Provider to use its name and/or logo, and 2) that the information in your application is true, complete and current. By participating in the Services, you grant EvoShare a worldwide right to: 1) display your listing on our Website; 2) promote your

organization as part of the Services online, in print and any other media; and 3) display your trademark, logo, slogans and other source or business identifiers in promotion of your 401(k) or benefits service.

You may promote your participation in the service, by displaying the EvoShare trademark, logo, slogan and other source or business identifiers.

Public Communications; Identifying Employers and EvoShare Partners as Program Participants

If you are registering or operating an Employer or EvoShare Partner account with EvoShare, you acknowledge and agree that we may or may cause others to publicly disclose (including, without limitation, through a government filing, press release, interview, or any other public statement) the organization or companies participating in connection with the Service.

Right to Change Website Content

The Website will be updated as product offerings change, or as the communication needs or desired of EvoShare develop. EvoShare makes no guarantees that content provided through the Website will remain available to the public through the Website. EvoShare may also update or alter the layout, designs, or links within the Website.

Links to Third-Party Websites

EvoShare may link to third party websites through the Website. EvoShare makes no guarantees that the websites featured on these links provide accurate or complete content. Links provided through the Website do not create an endorsement relationship or an affiliation with EvoShare. EvoShare reserves the right to remove these third party links at any time. Please review the terms of use or privacy policies of these websites for rights and restrictions.

Use of EvoShare's Intellectual Property

Unless otherwise noted, the Website and all materials on the Website including text, images, illustrations, designs, icons, photographs, video clips and other materials, and the copyrights, trademarks, trade dress and/or other intellectual property in such

materials (collectively, the "Contents"), are owned, controlled or licensed by EvoShare and other trademarks appearing on the Website are the trademarks of EvoShare or its affiliates.

You may download or copy the contents and other downloadable materials displayed on the Website for your personal use only. No right, title or interest in any downloaded content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the contents or the Website.

DISPUTE RESOLUTION ARBITRATION

By visiting Website you agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration between you and EvoShare, except the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and EvoShare are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and EvoShare otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding.

ARBITRATION RULES AND GOVERNING LAW

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Limitation of Liability

By using the EvoShare Service, you agree to defend, indemnify and hold harmless EvoShare and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Website including any data or content transmitted or received by you; (ii) your violation of any term of the Terms of Use or Privacy Policy (Agreements), including without limitation your breach of any of the representations and warranties you make in these Agreements; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party's access and use of the Website with your username, password or other appropriate security code.

THE SERVICE AND ANY PRODUCT YOU RECEIVE THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE AND WEBSITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE PRODUCTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, EVOSHARE, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE OR THE PRODUCTS WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EVOSHARE, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES,

SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS WEBSITE OR SERVICE. UNDER NO CIRCUMSTANCES WILL EVOSHARE BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVOSHARE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AVAILABLE ON OR THROUGH THE MOBILE APPLICATION OR WEBSITE; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR WEBSITE, MEMBERSHIP SERVICE OR ANY PRODUCT RECEIVED FROM OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WEBSITE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

Delivery of Confidential Information

Aside from information needed to complete the application or to update your account to participate in the EvoShare services, EvoShare discourages users from sending any confidential or proprietary information through the Website. Any information, materials, suggestions, ideas or comments sent to EvoShare will be considered non-confidential, and by submitting it, you are giving EvoShare the absolute right to use, modify, reproduce, transmit, display and distribute it for any purpose whatsoever, with no payment or other compensation to you. EvoShare will not display, transmit, or distribute any information provided by you if information that is needed to complete the application

or to update your account to participate in the EvoShare services. To learn more about how we share information, please visit our [Privacy Policy](#).

COMMENTS & FEEDBACK

In compliance with your rights under California Civil Code 1789.3, you have the right to contact EvoShare with any complaints or to seek additional information. You may email EvoShare at info@evoshare.com. You may also call at (800) 828-9501. For any physical documents, you may send mail to:

EvoShare, Inc
2288 Fulton, Suite 301
Berkeley, CA 94704

If California users have any questions or complaints about EvoShare, they may also contact The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs through writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.