

EvoShare Cash-Back Program Terms of Use for BPAS Customers

Agreement with Respect to Terms of Use

This Website is owned and operated by EvoShare, Inc, a Delaware corporation, located in California (“EvoShare”). In these Terms of Use, the user may be referred to as “you” or “your” and EvoShare may be referred to as “us”, “we”, or “our”. By enrolling in the EvoShare Program described herein, you acknowledge that 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 Website, and/or the cash-back Services (as described below).

The Services hereunder are offered only to customers of Benefit Plans Administrative Services, Inc. or its affiliates (“BPAS”), in connection with a BPAS IRA or other tax-favored account that you maintain with BPAS (a “BPAS Account”). BPAS is not a party to this agreement; refer to the BPAS website for its terms of service.

Registration

To participate in EvoShare’s Services, you must register your BPAS Account with EvoShare. 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 person, at any time, in its sole discretion. To participate, you must be an individual over 18 and a resident of, 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 EvoSaver 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 Services. Our use and disclosure of any such information that you provide is governed by our Privacy Policy.

Username and Password

As part of the EvoSaver 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 Services 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.**

EvoSaver Accounts

A customer of BPAS (“EvoSaver”) who has chosen to participate in EvoShare’s Services may register for an EvoSaver Account and earn cash-back toward your BPAS Account. When an “EvoSaver” makes a purchase at a participating online or offline merchant (“Participating Merchant”), that transaction is recorded by EvoShare. A percentage of the transaction, determined solely by the Participating Merchant, is rebated to EvoShare as “cash-back”; EvoShare retains a portion of the cash-back amount (currently 25%) as its fee and the remainder is credited and stored as points in your EvoSaver Account: 1 point for every \$1 in cash-back credited to you. EvoShare may share a portion of its fee with its third party service providers (including Empyr, see below) (“Third Party Service Providers”). EvoShare may change its fee at any time (not to exceed 25% of the cash-back amount) by amending these Terms of Use.

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. EvoShare shall obtain, provide, and/or use the EvoSaver’s Account information and 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 facilitate the EvoShare program in accordance with these Terms of Use and EvoShare’s Privacy Policy. EvoShare may share the EvoSaver’s transaction data with Participating Merchants to determine if he or she is eligible to receive the offered reward. The EvoSaver may opt-out of the EvoShare Services at any time by signing into the EvoShare dashboard and deleting any card on the Linked Card(s) tab.

SUBJECT TO YOUR COMPLIANCE WITH THESE TERMS OF USE AND ALL APPLICABLE LAWS, EvoShare grants you permission to access and use the Services 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 Services.

In order to use the Services, you must have a EvoSaver 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 Services you represent that you have read and accepted the terms of the Privacy Policy.

Receiving Cash-Back (Statement Credits)

Earnings from local (brick and mortar) Participating Merchants may take anywhere from a few minutes to 7 business days to show up, depending on the type of card used and restaurant or merchant visited. Earnings from online Participating Merchants 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 a BPAS Account, the EvoSaver must earn a minimum of \$10 in points (see above).

EvoShare will send your cash-back earnings amount directly the BPAS for crediting as contributions to your BPAS Account(s). To participate in this, the EvoSaver must provide accurate and complete information regarding your BPAS Account, and you authorize EvoShare to make these contributions on the EvoSaver's behalf.

Your EvoSaver Account does not constitute a cash deposit or other asset account; points only represent an obligation of EvoShare to pay cash back awards to your BPAS Account as provided herein. To the extent that you may earn points in excess of the combined annual contributions that may be made to your BPAS IRA (currently \$6,000, \$7,000 if you are age 50 or older) or other Account(s), we may defer sending cash-back earnings to BPAS until the following year; however, neither we nor BPAS are responsible for determining your eligibility to make any contributions to your BPAS Account(s). The ability to contribute to an IRA (or other tax-favored account) is subject to IRS rules and specific program policies, including those on eligibility and annual and maximum contribution limits. See IRS Publication 590, which can be found at <https://www.irs.gov/pub/irs-pdf/p590a.pdf>. Neither we nor BPAS are responsible for "excess contributions" to your IRA which may result in an 6% annual excise tax under Internal Revenue Code section 4973. Further, we do not give tax advice and you should consult with your own tax advisor.

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 Participating Merchant 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 Participating 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.

Participating Merchants are solely responsible for determining which purchases are eligible for Program earnings, and the amount of cash back rewards offered.

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.

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.

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Dispute Resolution, Arbitration and Governing Law

By visiting our Website you agree that any dispute, claim or controversy arising out of or relating to these Terms of Use 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.

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 Services, you agree to defend, indemnify and hold harmless EvoShare, BPAS and their 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, including without limitation your breach of any of the representations and warranties you make these Terms of Use or the Privacy Policy; (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.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EVOSHARE, BPAS OR THEIR 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.

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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 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:

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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.