



## **Terms of Service**

**Date of Last Revision: August 1st, 2017**

### **Welcome to EVEN Financial!**

EVEN Financial, Inc. (“EVEN,” “we,” “us,” “our”) provides our services (described below) to you through our website located at [www.evenfinancial.com](http://www.evenfinancial.com) (the “Site”) and through our online content, tools and services related to the marketplace lending market, whether accessed on the Site or through third-party websites, mobile sites and/or applications (collectively, such services, including any new features and applications, and the Site, the “Services”), subject to the following Terms of Service (as amended from time to time, these “Terms of Service”). We reserve the right, in our sole discretion, to change or modify portions of these Terms of Service at any time without further notice. You should periodically visit this page to review the current Terms of Service so you are aware of any revisions to which you are bound. If we make any revisions, we will post them on this page and will indicate at the top of this page the date these Terms of Service were last revised. We will also notify you of any material changes through a pop-up notice, email or other reasonable means. Your continued use of the Services after any such changes constitutes your acceptance of the new Terms of Service. If you do not agree to abide by these or any future Terms of Service, do not use or access (or continue to use or access) the Services.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on or in connection with the Services from time to time, including, without limitation, the Privacy Policy located at <https://evenfinancial.com/privacy-policy/>. All such terms are hereby incorporated by reference into these Terms of Service. If there is any conflict between such additional terms and these Terms of Service, the additional terms will supplement or amend these Terms of Service, but only with respect to the matters governed by the additional terms.

### **Access and Use of the Services**

**Services Description:** The Services are designed to provide prospective borrowers with information about loan products, lenders and/or service providers and the marketplace lending market through the Services’ content and tools. EVEN provides such information, content and tools as part of the Services but is not a lender itself. Any loan or related transaction to which you are a party is solely transacted between you and the applicable lender and/or service provider and is not a part of the Services.

EVEN also provides lenders and/or service providers with information about prospective borrowers, as described in our Privacy Policy.

**Your Registration Obligations:** You may be required to register with EVEN in order to access and use certain features of the Services. If you choose to register for the Services, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Services’ registration form or one of our tools or forms that appears on a third-party website, mobile site or application. Registration data, information that you enter into our tools or forms and certain other information about you are governed by our Privacy Policy at <https://evenfinancial.com/privacy-policy/>. If you are under 18 years of age, you are not authorized to use the Services, with or without registering. EVEN will not be liable for any loss or damage arising from your failure to comply with this section.



**Modifications to Services:** EVEN reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that EVEN will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

**General Practices Regarding Use and Storage:** You acknowledge that EVEN may establish general practices and limits concerning use of the Services, including without limitation the maximum period of time that data or other content will be retained by the Services and the maximum storage space that will be allotted on EVEN's servers on your behalf. You agree that EVEN has no responsibility or liability for the deletion of or failure to store any data or other content maintained by or uploaded to the Services. You further acknowledge that EVEN reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

**Mobile Services:** The Services include certain services that may be available via a mobile device, including (i) the ability to submit information or upload content to the Services via a mobile device and (ii) the ability to browse the Services and the Site from a mobile device (collectively, the "Mobile Services"). To the extent you access the Services through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services and/or providing your mobile telephone number to us through the Services, you agree that we may communicate with you regarding EVEN, our lenders and/or our service providers by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update information that you have submitted to us to ensure that your messages are not sent to the person that acquires your old number.

**Electronic Notices:** By using the Services, you agree that we may communicate with you electronically via email regarding security, privacy and administrative issues relating to your use of the Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the Services or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at [info@evenfinancial.com](mailto:info@evenfinancial.com).

### **Conditions of Use**

**User Conduct:** You are solely responsible for all information, data, text, software, messages or other materials ("content") that you submit or upload to the Services or otherwise use via the Services. The following are examples of the kind of content and/or use that is illegal or prohibited by EVEN. EVEN reserves the right to investigate and take appropriate legal action against anyone who, in EVEN's sole discretion, violates this provision, including without limitation, removing the offending content from the Services, blocking such violator's access to the Services and reporting the violator to law enforcement authorities. You agree to not use the Services to:

- a) email or otherwise submit or upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to submit or upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v)



constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of EVEN, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose EVEN or our users to any harm or liability of any type;

b) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services; or

c) violate any applicable local, state, national or international law, or any regulations having the force of law;

d) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;

e) solicit personal information;

f) harvest or collect email addresses or other contact information of other users from the Services by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

g) further or promote any criminal activity or enterprise; or

h) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Services.

Special Notice for International Use; Export Controls: Software (defined in the section on "Intellectual Property Rights" below) available in connection with the Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Your use of the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Services, including as it concerns online conduct and acceptable content.

Commercial Use Not Permitted: Unless otherwise expressly authorized herein or in the Services, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Services, use of the Services, or access to the Services. The Services are for your personal use.

### **Intellectual Property Rights**

Service Content, Software and Trademarks: You acknowledge and agree that the Services may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by EVEN, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally submit or upload to the Services. You may not remove or alter any proprietary notices or marks on the Services or any portion thereof. In connection with your use of



the Services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Services or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Services or distributed in connection therewith is the property of EVEN, our affiliates and our lenders and/or service providers (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by EVEN.

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

**Third-Party Material:** Under no circumstances will EVEN be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that EVEN does not pre-screen content from third parties, but that EVEN and our designees will have the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Services. Without limiting the foregoing, EVEN and our designees will have the right to remove any content that violates these Terms of Service or is deemed by EVEN, in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**User Content Transmitted Through the Service:** With respect to the content or other materials you submit or upload to the Services (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant EVEN and our affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services ("Submissions") provided by you to EVEN are non-confidential and EVEN will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that EVEN may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property or personal safety of EVEN, our users and the public. You understand that the technical processing and



transmission of the Services, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You acknowledge, agree, and authorize that (a) your information may be sent to lenders and/or service providers on your behalf, (b) your information may be used in order to make sure you are who you say you are, and to determine how much debt you currently have in order to determine your debt-to-income ratio, (c) such lenders and/or service providers may obtain consumer reports and related information about you from one or more consumer reporting agencies, such as TransUnion, Experian and Equifax, and (d) your information may be used to make prequalification and other credit decisions.

### **Third Party Websites**

The Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. EVEN has no control over and is not responsible for such sites and resources, and links to such sites and resources do not indicate EVEN's endorsement of or affiliation with such sites and resources. You further acknowledge and agree that EVEN will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that EVEN is not liable for any loss or claim that you may have against any such third party.

### **Indemnity and Release**

You agree to release, indemnify and hold EVEN and our affiliates and our and their officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, any User Content, your connection to the Services, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

### **CONSENT FOR ELECTRONIC SIGNATURES, RECORDS, AND DISCLOSURES ("E-Consent")**

Please read this information carefully and print a copy and/or retain this information for future reference.

Introduction. You are submitting a request to be matched with one of our third party lenders and/or service providers. In order to offer you a loan, the third party lenders and/or service providers need your consent to use and accept electronic signatures, records, and disclosures ("E-Consent"). This form notifies you of your rights when receiving electronic disclosures, notices, and information. By clicking on the link assenting to our terms, you acknowledge that you received this E-Consent and that you consent to conduct transactions using electronic signatures, electronic disclosures, electronic records, and electronic contract documents ("Disclosures").



Option for Paper or Non-Electronic Records. You may request any Disclosures in paper copy by contacting Even Financial, the third party lender and/or the service provider directly. Even Financial, the lenders and/or the service providers will provide paper copies at no charge. Even Financial, the lenders and/or service providers will retain all Disclosures as applicable law requires. To obtain a paper copy from Even Financial, please email us at [info@evenfinancial.com](mailto:info@evenfinancial.com) with your request. In order to obtain a paper copy from a third party lender and/or service provider, please contact the third party lender and/or service provider directly.

Scope of Consent. This E-Consent applies to all interactions online concerning you, Even Financial, and the third party lender and/or the service provider and includes those interactions engaged in on any mobile device, including phones, smart-phones, and tablets. By exercising this E-Consent, Even Financial, the third party lender and/or the service provider may process your information and interact during all online interactions with you electronically. Even Financial, the lender and/or the service provider may also send you notices electronically related to its interactions and transactions. Disclosures may be provided online at our or third party lenders' and/or service providers' websites, and may be provided by e-mail. Consenting to Do Business Electronically. Before you decide to do business electronically with Even Financial, the third party lenders and/or the service providers, you should consider whether you have the required hardware and software capabilities described below.

Hardware and Software Requirements. To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: A PC or MAC compatible computer or other device capable of accessing the Internet, access to an e-mail account, and an Internet Browser software program that supports at least 128 bit encryption, such as Microsoft® Internet Explorer, Netscape® or Mozilla Firefox®. To read some documents, you may need a PDF file reader like Adobe® Acrobat Reader X® or Foxit®. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain a copy of the Disclosures for future reference. You may send any questions regarding the hardware and software requirements directly to Even Financial, the third party lenders and/or the service providers.

Withdrawing Consent. Your E-Consent for our matching service and for our third party lenders' and/or service providers' consideration of your matching request cannot be withdrawn because it is a one-time transaction. If you are matched with one or more third party lenders and/or service providers, you are free to withdraw your E-Consent with Even Financial, those third party lenders and/or service providers at any time and at no charge. However, if you withdraw this E-Consent before receiving credit, you may be prevented from obtaining credit from the lender and/or service provider. Contact Even Financial, the third party lender and/or service provider directly if you wish to withdraw this E-Consent. If you decide to withdraw this E-Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

Change to Your Contact Information. You should keep Even Financial, third party lenders and/or the service providers informed of any change in your electronic address or mailing address. You may update such information by logging into Even Financial's, the third party lender's and/or the service provider's website or by sending Even Financial, the lender and/or the service provider a written update by mail.

**YOUR ABILITY TO ACCESS DISCLOSURES. BY CLICKING THE LINK, YOU ASSENT TO OUR TERMS. YOU ACKNOWLEDGE THAT YOU CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE.**





**CONSENT. BY CLICKING THE LINK, YOU ASSENT TO THE TERMS. YOU ACKNOWLEDGE YOU HAVE READ THIS INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE LENDER AND/OR SERVICE PROVIDER ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE ELECTRONIC RECORDS AND DISCLOSURES, WHICH WILL BE PROVIDED TO YOU AT NO CHARGE. IF YOU REFRAIN FROM PROCEEDING THEN YOU NEITHER WISH TO USE ELECTRONIC SIGNATURES NOR CONDUCT THIS TRANSACTION ELECTRONICALLY. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO ELECTRONIC DISCLOSURES IS REQUIRED TO RECEIVE SERVICES FROM THIRD PARTY LENDERS AND/OR SERVICE PROVIDERS OVER THE INTERNET.**

#### **Contact by Telephone**

You are providing express written consent to be contacted by Even Financial, Inc. and its third party lenders and/or service providers at the telephone number(s) you have provided above to explore personal loan offers, including contact through automatic dialing systems, artificial or prerecorded voice messaging, or text message (including SMS and MMS – charges may apply). You may be contacted at the telephone number(s) you have provided even if your telephone number is currently listed on any internal, corporate, state, federal or national Do-Not-Call (DNC) list. This consent is not required as a condition to purchase services.

#### **Disclaimer of Warranties**

**YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EVEN EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

**EVEN MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.**

#### **Limitation of Liability**

**YOU EXPRESSLY UNDERSTAND AND AGREE THAT EVEN WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR DAMAGES FOR LOSS OF PROFITS, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF EVEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER**



**MATTER RELATING TO THE SERVICES. IN NO EVENT WILL EVEN'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).**

**SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.**

### **Dispute Resolution**

Any controversy or claim arising out of or relating to these Terms of Service or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Optional Rules for Emergency Measures of Protection), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceedings shall be conducted before one (1) neutral arbitrator selected by the American Arbitration Association. The place of arbitration shall be New York, New York. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under these Terms of Service, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

### **Termination**

You agree that EVEN, in our sole discretion, may suspend or terminate your use of the Services and remove and discard any content within the Services for any reason, including, without limitation, for lack of use or if EVEN believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. EVEN may also in our sole discretion and at any time discontinue providing the Services or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms of Service may be effected without prior notice, and acknowledge and agree that EVEN may immediately delete any information you have submitted or uploaded to the Services and/or bar any further access to such information or the Services. Further, you agree that EVEN will not be liable to you or any third party for any termination of your access to the Services, and that EVEN may take any measures we deem necessary to restrict access to the Services, including blocking IP addresses.

### **User Disputes**

You agree that you are solely responsible for your interactions with lenders and/or service providers or any services about which you obtain information through the Services, and EVEN will have no liability or responsibility with respect thereto. EVEN reserves the right, but has no obligation, to become involved in any way with disputes between you and any such lenders and/or service providers or services.





These Terms of Service constitute the entire agreement between you and EVEN and govern your use of the Services, superseding any prior agreements between you and EVEN with respect to the Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration as set forth above, you and EVEN agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York, New York. The failure of EVEN to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of EVEN, but EVEN may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Services.

### **Your Privacy**

At EVEN, we respect the privacy of our users. For details please see our Privacy Policy located at <https://evenfinancial.com/privacy-policy/>. By using the Services, you consent to our collection and use of your personal data as outlined therein.

### **Questions? Concerns? Suggestions?**

Please contact us at [info@evenfinancial.com](mailto:info@evenfinancial.com) to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Services