

VARO[®] BANK, N.A. TERMS AND CONDITIONS OF VARO TO ANYONE

EFFECTIVE JULY 21, 2023

Varo To Anyone is a service provided by Varo Bank, National Association (“Varo”) that allows a Varo depositor (“Sender”) to transfer money to an eligible individual who is not a Varo depositor (“Recipient”) 24 hours a day, 365 days a year, subject to these terms and conditions (“Terms”).

VARO TO ANYONE IS INTENDED TO SEND AND RECEIVE MONEY TO AND FROM FRIENDS, FAMILY, AND OTHERS WHOM YOU TRUST. DO NOT USE VARO TO ANYONE TO SEND OR RECEIVE MONEY TO OR FROM PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR DO NOT TRUST.

THE TERMS CONTAIN A MANDATORY AND BINDING ARBITRATION PROVISION. PLEASE READ THE TERMS CAREFULLY.

WE MAY AMEND OR OTHERWISE CHANGE THE TERMS AT ANY TIME IN OUR SOLE DISCRETION, SUBJECT TO APPLICABLE LAW. WE MAY CANCEL OR SUSPEND YOUR PARTICIPATION IN VARO TO ANYONE OR, IN ACCORDANCE WITH THE BANK ACCOUNT AGREEMENT (IF YOU ARE A SENDER), YOUR BANK ACCOUNT AT ANY TIME AND FOR ANY REASON, IN OUR SOLE DISCRETION. IF YOU DO NOT AGREE WITH THE TERMS, DO NOT USE VARO TO ANYONE. BY USING VARO TO ANYONE, YOU AGREE TO THE TERMS.

1. General Information

Solely in accordance with the Terms, Varo grants you limited access to use Varo To Anyone via the Varo Mobile Application (Mobile App) or Varo Web Application (Web App, collectively with the Mobile App, the App) Website. If you are a Sender, this access allows you to transfer money to an eligible Recipient. If you are a Recipient, this access allows you to receive money transferred to you by a Sender.

If you are a Sender, you also remain bound by Varo’s Bank Account Agreement (Bank Account Agreement) and the General Terms Agreement & Disclosures (General Terms Agreement). To the extent of any conflict between the Terms and the Bank Account Agreement or the General Terms Agreement, the Terms will govern. Each term used but not defined in the Terms has the meaning given such term in the Bank Account Agreement or the General Terms Agreement, as applicable.

If you are a Receiver, you also remain bound by your own financial institution’s terms and conditions governing the debit card (External Debit Card) or account (External Account) you designate to receive money transferred to you in accordance with the Terms.

There are no fees associated with the use of Varo To Anyone transfers. However, Varo reserves the right to charge a fee in the future upon prior notice to you. For Receivers, Varo has no responsibility for any fees that the depository institution that issued your External Debit Card or that holds your External Account, or that your mobile carrier may charge you in connection with your transfers through Varo To Anyone.

2. Eligibility Requirements

To use Varo To Anyone, you represent that: (a) you are at least eighteen; (b) you are a legal resident of the United States; (c) all information that you provide to Varo is correct, complete, and current in all respects; (d) you have the authority to authorize debits from a Bank Account or credits to your External Debit Card or External Account; and (e) your use of Varo To Anyone is in compliance with all applicable laws.

To send funds, you must be a Varo account holder. You agree that you will not use Varo To Anyone to send money to anyone to whom you are obligated for tax payments, payments made pursuant to court orders, fines, payments to loan sharks, gambling debts, or payments otherwise prohibited by applicable law, including the prohibited uses described below.

To receive funds: (a) you must have a personal, not a business or commercial, External Debit Card or External Account issued or maintained by a U.S. domestic (not including U.S. territories) financial institution that is a member of the Visa® or MasterCard® network and able to send and receive ACH transactions; and (b) your financial institution must permit electronic funds transfers to the External Debit Card or External Account.

3. Prohibited Uses

Varo To Anyone is intended for personal, not business or commercial use. You agree that you will not use Varo To Anyone to send or receive payments in connection with your business or commercial enterprise. We reserve the right to suspend, terminate, or otherwise restrict your use of Varo To Anyone if we believe that you are using it for business or commercial purposes, or for any of the prohibited uses identified below:

- Pharmaceuticals and other controlled substances
- Illegal drugs
- Drug paraphernalia
- Firearms, ammunition, or other weapons
- Pornography, or other sexually oriented activities or materials
- Obscene or offensive activities or materials
- Materials or activities that promote intolerance, violence, or hate
- Ponzi or pyramid schemes
- Illegal gambling, gaming, lotteries, or sweepstakes
- Court-ordered alimony or child support payments
- Traveler's checks, money orders, equities, annuities, or currencies, including digital currencies, such as bitcoin
- Counterfeit materials
- Infringement on the copyright, patent, trademark, trade secret, or other intellectual property rights of Varo or any other person
- Terrorist funding
- Fraud
- Scams
- Money laundering
- Any other illegal activity or unlawful purpose

4. Sending Money

There are no fees for using Varo to Anyone, however, you may not send more than \$200 per payment, \$400 in a single day, or more than \$1,000 per rolling 30 day period. Additionally, you may not send more than 10 payments per day or 100 payments per rolling 30 day period.

Varo may change limitations on the dollar amount of transfers, the number of transfers, the type of transfers, or implement any other limitations that it determines in its sole discretion. You may not use Varo To Anyone to make any pre-scheduled or recurring payments.

YOU MAY NOT SEND MONEY USING VARO TO ANYONE UNLESS THE RECEIVER ELECTS TO PARTICIPATE IN ACCORDANCE WITH THE TERMS, AND VARO IS IN NO WAY RESPONSIBLE FOR ANY FAILURE OR DELAY BY A RECEIVER IN PARTICIPATING IN VARO TO ANYONE.

You may send money only to a Receiver with a non-Varo account. You understand that once you send the payment, you will not have any ability to stop, modify, or reverse it. You may only cancel a payment if the person to whom you sent the money has not yet completed the necessary steps to receive the funds.

In some cases, when you send money the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, there may be circumstances where funds are debited from your Varo Bank Account, but do not reach the intended Receiver for some other technical reason (e.g., failed payment or outage). In these circumstances, it may take additional time for the funds to reach the Receiver or to be returned.

Once you send money using Varo To Anyone, Varo will send the Receiver an email or text invitation to access the App to accept the money. If a Receiver does not, as described below, access the link to the App and complete the process to receive funds within 14 calendar days from the date of the initial email or text sent by Varo, then the transfer will expire and the funds will be returned to the Sender. It may take up to 5 days after the transfer expires for the money to be returned to the Sender's Bank Account.

The transfer may also be delayed or blocked by Varo or the financial institution that issued the External Debit Card or that maintains the External Account to prevent fraud, to comply with applicable law, or other reasons in its discretion. If Varo delays or blocks a transfer that you have initiated, Varo will notify you in accordance with your notification preferences (e.g., email, text, App notification).

Varo has no control or knowledge of the actions of the Receiver or the Receivers' own financial institutions that could delay or prevent the funds from being delivered by the Receiver's financial institution to the Receiver.

5. Receiving Money

To receive funds, the Receiver first will receive an email or text from Varo at a valid email address or U.S. mobile number associated with the Receiver as specified by the Sender. The email or text will contain a link to the App, where the Receiver agrees to the Terms and then provides Varo with their full name, External Debit Card or External Account information, and certain other information, including in order to verify the identity of the Receiver, as may be required or requested by Varo from time to time in its sole discretion. If the Receiver does not access the link to the App and complete the process to receive funds within 14 days from the date of the initial email or text sent by Varo, then the transfer will expire and the funds will be returned to the Sender.

Receivers may only use an External Debit Card or External Bank Account issued or maintained by a U.S. financial institution in order to receive money using Varo To Anyone. By

using Varo To Anyone, the Receiver agrees and authorizes Varo to initiate credit entries to the External Debit Card or the External Account.

Funds available to Receivers from a Varo To Anyone transfer may depend on your bank that issued your External Debit Card or maintains your External Account. Varo To Anyone transfers may appear in process or pending status, and your available balance on your External Debit Card or External Account may not be updated until the Varo To Anyone transfer has been completed by your financial institution. In some cases, your financial institution may provisionally credit your External Debit Card or External Account before the Varo To Anyone transfer is complete and may, therefore, claw back any provisional credit if the Varo To Anyone transfer is not completed successfully. Your participation in Varo To Anyone remains subject to any applicable transaction type, frequency, and dollar limitations as may be set forth in the terms and conditions of your External Debit Card or External Account. Please refer to the terms and conditions governing your External Debit Card or External Account for more information. In addition, we may refuse to process any transaction(s) that we believe may violate the Terms for any reason.

You are responsible for ensuring that all information you provide Varo is correct, complete, and current in order for funds to be transferred to your External Debit Card or External Account. Varo is not responsible for Varo To Anyone transfers not received due to an error in any information you provided to Varo or due to an error unrelated to Varo to Anyone.

The availability of funds transferred to Receivers remains subject to your financial institution's funds availability policy governing the External Debit Card or the External Account.

If you experience difficulty or delay in receiving money from a Sender, please first check with the Sender, who should then contact us.

6. Liability for Sending and Receiving Money

Our liability to Senders in the event of a failure to complete a transfer or an unauthorized transfer made using Varo To Anyone will be determined in accordance with the Bank Account Agreement and in accordance with applicable law.

Varo will be not liable for any typos or keystroke errors that you may make when using Varo To Anyone. YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ENTERING THE CORRECT EMAIL ADDRESS OR U.S. MOBILE NUMBER FOR THE PERSON TO WHOM YOU ARE SENDING MONEY, AND THAT YOU, NOT VARO, ARE RESPONSIBLE FOR ANY AMOUNTS THAT ARE TRANSFERRED TO THE INCORRECT PERSON AS A RESULT OF YOU ENTERING THE INCORRECT EMAIL ADDRESS OR U.S. MOBILE NUMBER.

VARO TO ANYONE IS INTENDED FOR SENDING OR RECEIVING MONEY TO OR FROM FAMILY, FRIENDS, AND OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST.

Varo will have no liability for your losses or damages if:

- The Sender does not properly complete the transfer to your account.

- Your Bank Account does not contain sufficient funds to make the transfer.
- The Receiver does not receive the email or text containing a payment notification with instructions to provide debit card and/or account information to Varo.
- The Receiver does not correctly, timely, or otherwise complete the steps needed to receive the money.
- Varo To Anyone malfunctions or is inoperable.
- The financial institution that issued your External Debit Card or that maintains your External Account mishandles, blocks, or delays processing or posting the transferred funds.
- Circumstances beyond our control (such as fire or flood, power failure, critical service provider failure, computer breakdowns, telephone line disruption, government or regulatory action, pandemic, or a natural disaster) prevented the transfer.
- We have reason to believe the requested transfer was unauthorized, fraudulent, for a prohibited use, or otherwise in violation of applicable law.
- Any other reason in accordance with the Terms.

This list is not exhaustive and, instead, is intended to be illustrative of the instances in which Varo is not liable.

7. Information About Your Right to Dispute Errors

For Senders, please refer to the Bank Account Agreement for information about your right to dispute any errors involving transfers made using Varo To Anyone. For Receivers, please consult the terms and conditions governing your External Debit Card or External Account to understand your rights to dispute errors with your own financial institution.

8. Cancellation, Suspension or Termination of Service

Varo To Anyone is provided by Varo at its sole discretion. Varo may cancel, suspend, or otherwise restrict without notice to you, in our sole discretion, your access to Varo To Anyone, including if: (a) we become aware that any information you have provided to us is not correct, complete, and current in all respects; (b) we identify any anomalies in the information that you supply or in any transfers; (c) if required by legal process, court order, or government action; (d) your Varo Bank Account or External Debit Card or External Account has been closed or suspended; or (e) there is or may be any cyber-incident, hack, manipulation, outage, manipulation, security compromise, virus, systemic error, force majeure or otherwise any limitation or interruption of Varo To Anyone.

9. Additional Acknowledgements

Varo is not liable for any transfer authorized by you but made by mistake, fraud, or misrepresentation. You are solely responsible for ensuring that all payment information is correct, complete, and current in all respects. Subject to applicable law, card network rules, or NACHA Operating Rules, all transfers made using Varo To Anyone are final, binding, and irreversible.

Varo To Anyone is provided solely on an “as is” and “as available” basis, and Varo makes no warranties of any kind, whether express or implied, relating to Varo To Anyone, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Varo To Anyone may be subject to outage, disruption, delay, and unavailability from time to time, and Varo expressly disclaims any obligation to maintain Varo To Anyone or to ensure that

it is available 24 hours a day, 365 days a year or otherwise to complete payments timely. Your relationship with Varo with respect to Varo To Anyone is governed by the Terms (and, if you are a Sender, by the Bank Account Agreement and the General Terms Agreement), and Varo has no other duties, express or implied, to you. Your participation in Varo To Anyone does not create a fiduciary or agency relationship between you and Varo.

Varo To Anyone transfers are monitored and may be held, delayed, or blocked if, in Varo's sole discretion, Varo believes that completing the transfer may result in a breach of the Terms, fraud, financial harm, violation of applicable law, or compromise the safety and integrity of Varo To Anyone. We may require you from time to time to provide us with documents and other information in connection with your participation in Varo To Anyone.

10. Consent for Messaging

By providing Varo with a telephone number or email address, including a wireless/cellular, mobile telephone number (collectively, a telephone number), you expressly consent to receiving communications from us and/or our service providers at that number, INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM (ATDS) for our everyday business purposes (including identify verification). You hereby acknowledge and agree that such communications may be transmitted to you by means, including live telephone calls, pre-recorded or artificial voice messaging calls, text messages, and calls made by an ATDS from us or our service providers or our or our service providers' respective agents.

You authorize your wireless carrier to use or disclose information (e.g., subscriber status, payment method) about your wireless account and your wireless device, if available, to Varo Bank or its service providers for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

Message and data rates may apply. Varo, its service providers, and wireless carriers are not liable for delayed or undelivered messages. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. You can cancel text service at any time. If you want to opt-out of messages in the future, text "STOP" in response to the short code, we will send you a text message to confirm that you have been unsubscribed. If you want more information about messages in the future, text "HELP" in response to a message from Varo or by email at support@varomoney.com.

11. Confidentiality and Privacy

Our confidentiality obligations to you and our privacy policy and related notices are contained in our U.S. Consumer Privacy Notice and Online & Mobile Privacy Policy, each of which are hereby incorporated into the Terms and which are available at: <https://www.varomoney.com/privacy-legal/>.

12. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF VARO TO ANYONE IS AT YOUR SOLE RISK, AND UNDER NO CIRCUMSTANCES WILL VARO BE LIABLE FOR (AND YOU RELEASE VARO FROM, AND WAIVE ANY RIGHTS TO BRING ANY CLAIMS FOR, ANY LIABILITIES ARISING FROM) ANY VARO CONTENT, INCLUDING ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OR RELIANCE ON WITH RESPECT TO VARO TO ANYONE. VARO TO ANYONE AND ALL MATERIALS, INFORMATION, PRODUCTS AND SERVICES INCLUDED THEREIN, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE"

BASIS. VARO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO VARO TO ANYONE INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

VARO AND ITS SERVICE PROVIDERS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT: (A) VARO TO ANYONE WILL MEET YOUR REQUIREMENTS; (B) VARO TO ANYONE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF VARO TO ANYONE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES INFORMATION OR OTHER MATERIAL PURCHASED BY OR OBTAINED BY YOU THROUGH VARO TO ANYONE WILL MEET YOUR EXPECTATIONS; OR (E) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF VARO TO ANYONE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VARO OR SERVICE PROVIDER THROUGH OR FROM VARO TO ANYONE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT NEITHER VARO NOR ITS SERVICE PROVIDERS NOR ANY OF THEIR AFFILIATES, WILL BE LIABLE FOR ANY HARMS, WHICH LAWYERS AND COURTS OFTEN CALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF VARO OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE VARO TO ANYONE; (B) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES; (C) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM VARO TO ANYONE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANYONE ON VARO TO ANYONE; (F) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY ACCOUNT PROVIDER SITE, EVEN IF VARO AND ITS SERVICE PROVIDERS WERE ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (G) ANY OTHER MATTER RELATING TO VARO TO ANYONE.

14. Indemnification

You agree to protect and fully compensate Varo and affiliates from any and all third-party claims, liability, damages, expenses, and costs (including attorneys' fees) caused by or arising from your use of Varo To Anyone, your violation of the Terms, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

15. Governing Law

The Terms and the relationship between you and Varo are governed by the laws of the State of Utah, without regard to or application of its conflict of law provisions, rules and principles.

Subject to the Terms, you agree to submit to the personal jurisdiction of the courts located in Draper, Salt Lake County, Utah for the purpose of litigating all such claims. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision to the full extent consistent with applicable law, and the other provisions of the Terms will remain in full force and effect.

16. Arbitration

Any claim, dispute, or controversy (Claim) between Varo and you (a Party and, together, the Parties) arising out of or relating in any way to: i) this General Terms Agreement; ii) any Varo Products provided by Varo to you; iii) your establishment of any Varo Products; iv) your use of any Varo Products; v) advertisements, promotions or oral or written statements related to any Varo Products; vi) the benefits and services related to any Varo Products; or vii) transactions made using any Varo Products, whether they arose in the past, may currently exist, or may arise in the future, no matter how described, pleaded or styled, will be governed exclusively by this Section 16 (Arbitration Clause) which is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act (9 U.S.C. 1-16) notwithstanding any state law to the contrary and regardless of the nature of the Claims at issue. All Claims must be filed within one year of the date on which the incidents giving rise to the Claim(s) first took place, otherwise such Claims are permanently barred.

Before starting a lawsuit or arbitration, the complaining party must give the other party written notice describing in reasonable detail the Claim and the supporting facts (Claim Notice). The Claim Notice must be mailed to Varo at: ATTN: Legal Department, at PO Box 108, Draper, UT 84020. Please include your account number and phone number where you (or your attorney) can be reached. We will mail any Claim Notice to you at the physical address we have on file for you. Once a Claim Notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.

Any unresolved Claim must be resolved FINALLY and EXCLUSIVELY by binding individual arbitration conducted by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (except for matters that may be taken to a small claims court). Further, if a Party brings a Claim in arbitration, the other Party may also remove that Claim to small claims court (or the equivalent court with jurisdiction over the Claim) if the amount at issue (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of such court. In such case, the opposing Party must provide notice of intent to remove to small claims (or equivalent) court within 30 days after the arbitration demand is acknowledged by the AAA. In any event, if the Claim is removed, appealed or transferred from small claims (or equivalent) court to another court, it will be subject to arbitration at the election of either Party. The Parties also reserve the right to demand arbitration if the small claims (or equivalent) court case contains any class or representative claims.

Arbitration will proceed on an INDIVIDUAL BASIS, so class actions and similar proceedings will NOT be available. The arbitrator will have no authority to entertain any Claim as a class action or on any similar representative basis, nor will the arbitrator have any authority to consolidate Claims brought by separate claimants.

The arbitrator will have the authority to award all remedies available in an individual lawsuit under applicable law, including, for example, compensatory, statutory and punitive damages (which will be governed by the same standards that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs.

All determinations as to the scope, interpretation, enforceability and validity of the General Terms Agreement will be made final exclusively by the arbitrator, which award will be binding and Final; provided, however, the enforceability of the waiver of the right to bring a Claim on behalf of a class or in a representative capacity will be determined exclusively by a court of competent jurisdiction. Judgment on the arbitration award may be entered in any court having jurisdiction.

For a copy of the procedures, to file a Claim, or for other information about this organization, contact the association at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

You may opt out of this Arbitration Clause for all purposes by mailing a written arbitration opt out notice to ATTN: Legal Department, PO Box 108, Draper, UT 84020 via Certified U.S. Mail, Return Receipt Requested. The opt out notice will not be effective and you will be deemed to have consented to this Arbitration Clause unless the notice is received by us within 60 days of the date the Arbitration Clause was provided to you. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You must present the return receipt received from the U.S. Postal Service in the event there is a dispute over whether your opt out notice was sent, or whether it was sent and received in a timely manner, in accordance with this Arbitration Clause. No other methods can be used to opt out of this Arbitration Clause. Rejection notices sent to any other address, or sent by electronic mail or sent in a manner without return receipt proof of delivery or communicated orally, will not be accepted or effective. Opting out will not affect the other provisions of the Terms. If you opt out of this Arbitration Clause, it will not operate to reject any prior or future Arbitration Clause between you and us.

UNLESS YOU OPT OUT OF THE TERMS TO ARBITRATE AS PROVIDED HEREIN, YOU ARE WAIVING THE RIGHTS TO (I) HAVE A CLAIM DECIDED BY A COURT (EXCEPT SMALL CLAIMS COURT); AND (II) ASSERT OR PARTICIPATE IN A CLASS ACTION, OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT.

Varo will pay any filing, administration, and arbitrator fees imposed by the AAA. Each Party will bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights will apply in the arbitration notwithstanding anything to the contrary herein.

Where applicable, if you are covered by the Military Lending Act, then you are not bound by this Arbitration Clause, and to the extent required by the Military Lending Act, nothing in the Terms will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law.

This arbitration provision will survive: i) the termination of this General Terms Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of any Varo Products and Services, or any amounts owed in relation to any Varo Products you use, to any other person or entity; or iv) closing of any Varo Products offered to you. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions will remain in force except that if the waiver of the right to proceed as a class or in a representative capacity is declared unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Clause (except for this one sentence) will be null and void in such proceeding.

17. Third-Party Service Providers to Varo

You agree that Varo may from time to time contract with and utilize third parties in providing Varo To Anyone or performing any of its rights or responsibilities under the Terms. You hereby acknowledge and agree that Varo's ability to provide Varo To Anyone may be contingent upon the continuing availability of services provided by third-party service providers. Varo will not be liable for any third-party service provider and makes no representation or warranty with respect to any service provided any a third-party service provider, including in connection with any availability, delay, outage, error, suspension of service, or any materials provided by such third-party service provider, whether as a result of any error, negligence, willful misconduct, nonperformance, or any other reason. You hereby assume all such risk associated with use of any third-party service provider. In the performance of all work, third-party service providers are independent contractors, and each has the sole right to supervise, manage, control, and direct the performance of the details of said work to be performed by them.

18. Assignment

None of your rights or obligations under the Terms may be assigned. Any purported assignment or delegation by you without the appropriate prior written consent of Varo will be null and void. Varo may freely assign any of its rights or obligations under the Terms without your consent.

19. No Third-Party Beneficiaries

The Terms confer no right or benefit upon any person other than you and Varo and your and Varo's legal successors and permitted assigns.

20. Severability

If any portion of the Terms is deemed invalid or unenforceable, the remaining portions of the Terms will remain in force to the maximum extent permitted in accordance with applicable law.

21. No-Waiver

No waiver of any Terms will be deemed a further or continuing waiver of such term or any other term.