

CATCH PREPAID ACCOUNTHOLDER AGREEMENT

Last Updated: June 9, 2021

CUSTOMER SERVICE CONTACT INFORMATION:

131 Tremont St, Floor 3
Boston MA, 02111
Catch.co
(833) 202-2010

This Catch Prepaid Account Agreement (this “Agreement”) represents an agreement between you and CBW Bank, member of the Federal Deposit Insurance Corporation (“FDIC”) (the “Bank”), and contains the terms and conditions governing the Catch Program (the “Program”), including the Catch Prepaid Account (the “Account”) and any reward, discount, and promotional offers related thereto. “You” and “your” mean the person(s) who opens an Account and is authorized to use an Account as provided for in this Agreement. “We,” “us,” and “our” mean the Bank and its successors, affiliates, and assignees. “Catch” refers to the entity and program manager that is offering you the ability to open an account with us and access our services.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER AND YOUR AUTHORIZATION FOR YOUR ACCOUNT TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE PROGRAM.

BY OPENING YOUR ACCOUNT OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT WWW.CATCH.CO (THE “WEBSITE”) OR THE CATCH MOBILE APPLICATION (THE “APP”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND OUR PRIVACY POLICY.

CATCH PREPAID ACCOUNT LONG FORM DISCLOSURE

The Long Form Disclosure contains a list of all fees for the Catch Account. All fees assessed by us are deducted from your linked external bank account. If your external bank account does not have sufficient funds available to cover a fee or we are unable to process the fee, the amount of such fee will be deducted from your Account. The fees that apply to your Account are as follows:

All Fees	Amount	Details
Get Started		
Account Opening	\$0	
Monthly Usage		
Monthly Fee	\$0	
Add Money		
Multiple Bank Link	\$5 per month	A \$5 monthly fee is assessed when you link your account to more than one account at an external financial institution. This is an optional product that requires separate enrollment. Please see product disclosures on the Website for more information.
Automated Withholding	\$1 Per Month	You pay \$1 per month when you are enrolled in our Automated Withholding service. This is an optional product that requires separate enrollment. Please see product disclosures on the Website for more information.
Funding from a Bank Account	\$0	
Spend Money		

IRS Tax Payments	\$10	A \$10 fee is assessed for each payment you ask Catch to send to the IRS on your behalf.
Get Cash		
ATM withdrawal	N/A	No ATM access to Account funds.
Information		
Automated & Live Agent Phone Calls	\$0	No fee for each customer service contact with a live agent.
Email and Text Message Alerts	\$0	Standard text messaging rates may apply.
Using Your Account Outside the US		
	N/A	Account cannot be used outside the U.S.

Your funds will be held at or transferred to CBW Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event CBW Bank fails, if specific deposit insurance requirements are met. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Catch Prepaid Account by calling (833) 202-2010, by mail at 131 Tremont St, Floor 3 Boston MA, 02111, or visit the Website or App.

For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER’S LICENSE OR OTHER IDENTIFICATION DOCUMENTS.

CONSENT TO USE ELECTRONIC SIGNATURES AND COMMUNICATIONS

Your Consent. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at (833) 202-2010. If you withdraw your consent to receive Communications electronically, we reserve the right to close your Account and return your remaining Account balance as set forth in this Agreement (in which case you will no longer be able to use your Account or participate in the Program, except as expressly provided in this Agreement) or charge you a fee for paper copies of Communications. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

You Must Keep Your Contact Information Current With Us. In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Website or App.

Copies of Communications. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. “Current Version” means a version of the software that is currently being supported by its publisher.

Changes. We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating this Agreement on the Website or delivering notice of such termination or change electronically.

1. Registering for the Program. In order to participate in the Program, you must (a) accept and agree to this Agreement and our Privacy Policy, (b) register on the Website or App; (c) be a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least in the jurisdiction where they reside; and (d) provide all requested information, such as your name, date of birth, address, email address, social security number, user name and password, and such other information as we may request from time to time, (collectively, “User Information”). You represent and warrant that all information, including User Information, you provide us from time to time is truthful, accurate, current, and complete. You agree to promptly notify us of changes to any User Information.
2. About Your Account. The Account is issued by the Bank. The Account is a prepaid account, which allows you to access funds loaded on to your Account via the Website or App. You should treat your User Information for purposes of accessing your Account with the same care as you would treat cash. The Account does not constitute a checking, savings, or other bank account and is not connected in any way to any other account you may have. The Account is not a credit account. The Account is not a gift account or card, nor is it intended to be used for gifting purposes. To the extent permitted by applicable law, we may cancel, repossess, close, or revoke the Account at any time without prior notice subject to applicable law. The Account is not for resale and may not be transferred or assigned. This Account is not designated for business use and we may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction at any time, including if we believe that a transaction may violate the terms of this Agreement or represents illegal or fraudulent activity.
3. Account. You may use your Account to hold funds and make payments and transfers to third parties online via the Website or App. You acknowledge and agree that the value available in your Account is limited to the funds that have been added to your Account and remaining in the Account after any transactions made, subject to any holds against the Account. The funds in your Account are held in a custodial account with us on your behalf. The funds associated with your Account are insured by the FDIC for up to the maximum amount as published by the FDIC, subject to the applicable limitations and restrictions of such insurance. You will not receive any interest on the funds in your Account.
4. Eligibility and Activation. By opening your Account, you represent and warrant to us that: (a) you are at least the age of majority in the state where you reside; (b) you are a U.S. citizen or legal alien residing in the United States; (c) the User Information is truthful, accurate, current, and complete; (d) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with their terms; and (e) you accept your Account.
5. Fees. **The fee schedule located at the top of this Agreement lists the fees applicable to the Program.** In some cases, the actual fee charged may be lower than the fee stated in the fee schedule. If you believe a fee was charged in error, contact Customer Service. Except as otherwise provided in this Agreement, all fees are deducted from your Account balance.

6. User Information Security. Always protect your User Information and Account number. Do not send your Account number in an email or text message. Make sure your User Information and Account number are secured with encryption when you use your Account to perform transactions over the Internet or wireless networks.
7. Lost or Stolen User Information. Contact Customer Service immediately if you believe: (a) your User Information been lost or stolen, (b) someone has gained unauthorized access to your User Information, or (c) someone has transferred or may transfer funds from your Account without your permission. Contacting us by telephone at (833) 202-2010 is the best way to minimize your possible losses.
8. Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of your Account. If you permit another person to have access to your Account, we will treat this as if you have authorized such person to use the Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Account. You are wholly responsible for the use of your Account according to the terms and conditions of this Agreement.
9. No Cash Access. You may not use your Account to obtain cash. Account funds cannot be accessed at an ATM.
10. Adding and Withdrawing Funds from Your Account. Subject to the limitations set forth in this Agreement, you may add to your Account as described below and you may withdraw funds from your Account as described in the section below titled "Bank Account Transfer". You may not add funds to your Account by sending personal checks, cashier's checks, or money orders to the Bank. The Bank will return all checks and money orders unless your Account has a negative balance, in which case the Bank may, in its sole discretion, apply the proceeds of the check or money order towards the negative balance of your Account. Certain fees may apply for adding funds to your Account. Please refer to the fee schedule above.
 - a. Bank Account Transfer. You may authorize us to electronically debit or credit your designated deposit account at your designated U.S. depository financial institution (your "Bank Account") via the Automated Clearinghouse Network ("ACH") for a specified amount on a one-time or recurring basis and add such amount to your Account or credit such amount from your Account to your Bank Account. You may provide such authorization and your Bank Account information via the Website and the App. Amounts debited from your Bank Account will be added to your Account and available for transactions generally within 2-3 business days of when we receive your authorization and all required consents and information. Amounts credited to your Bank Account from your Account will generally be available 2-3 business days of when we receive your authorization and all required consents and information.
11. Transaction Limits. The maximum value of your Account at any time may be \$250,000. The maximum amount that can be added to your Account is \$50,000 per business day. In order to protect your Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or Accounts.
12. Account Balance. It is important to know the amount of available funds in your Account before performing a transaction. If you do not have sufficient available funds in your Account to cover the transaction amount, the transaction will be declined. You acknowledge and agree that the funds available to perform transactions are limited to the funds that have been added to your Account that are not subject to a hold. You are not authorized to use funds added to your Account in error. Any transaction that could create a negative balance for your Account is not permitted, but may occur in limited circumstances. Adjustments may be made to your Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Account. These processing and adjustment entries could cause your Account to have a negative balance. If your Account has a negative balance, you agree: (a) that you shall remain fully liable to us for the negative balance, (b) that we may automatically apply any subsequent deposits to your Account to satisfy the negative balance, and (c) to pay us promptly on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance.

If no future funds are added to your Account, we may send you a notice explaining the reason for the adjustment and requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to us at the address provided below or the address stated in the applicable notice. You do not have the right to stop payment on any transaction, except as set forth in Section 15 hereto.

13. Transaction History. You may obtain information about the money you have remaining in your Account by logging into the Website or App. In addition to monthly periodic statements, you will have access to the entire transaction history of your Account via the Website or App.
14. Account Alerts. If you provide your email address to us, we will send you important notices via email about your Account. In addition, if you provide your mobile phone number or other text message address to us, you expressly consent to receive text messages relating to your Account at that number or address. Third-party data and message fees may apply.
15. Preauthorized Transfers. Except as otherwise provided in this Agreement, you may use your Account to make regular, preauthorized payments to a payee designated by you. If a preauthorized payment will vary in amount from the previous payment under the same authorization or from the preauthorized amount, the payee should tell you at least ten days before such payment when the payment will be made and how much it will be. You may choose instead to get this notice from the service provider only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set by notifying the payee. If you have authorized us in advance to make regular payments with your Account, you can stop these payments by contacting Customer Service at least three business days or more before the applicable payment is scheduled to be made. If we do not receive your request at least three business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request. If you call us, we may also require you to put your request in writing and provide it to us within 14 days after you call. If we do not receive the written request within 14 days, we may honor subsequent debits to your Account. For individual payments, please specify the exact amount (dollars and cents) of the payment you want to stop, the scheduled date of the payment, and the identity of the payee. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning the one payment only. If you order us to stop one of these payments at least three business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages related thereto.
16. No Transactions in Foreign Currencies. You may not use your Account internationally or to conduct transactions in foreign currencies.
17. Privacy Policy. Your privacy is very important to us. We may disclose information to third parties about you, your Account, and transactions related thereto: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; and (f) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy available on the Website or App.
18. Our Liability to You. If we do not complete an electronic fund transfer to or from your Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages, except that in no event will we be liable for consequential damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in your Account to perform the transaction; (b) circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system for processing payments was not working properly and you knew about the problem when you initiated the transaction; (d) the funds in your Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your Account; (f) if access to your

Account has been blocked after you reported your User Information lost or stolen; (g) if we have reason to believe the transaction is unauthorized; or (h) any other exception stated in this Agreement.

19. Errors or Questions About Your Account Transactions. Contact Customer Service at the number or address provided below as soon as you can if you think an error has occurred involving your Account. We must hear from you no later than 60 days after the earlier of the date you first electronically accessed your Account (including the error), if the error could be viewed in your electronic transaction history, or the date we sent the first written transaction history on which the error appeared. When you notify us about an error involving your Account, you will need to tell us: (a) your name and Account number; (b) why you believe there is an error and the dollar amount involved; and (c) approximately when the error took place. If you tell us orally, we will mail you a form to complete and return. You must return the form or your own letter outlining the details of the error to Customer Service at the address provided below within ten business days of your oral notification. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, and your account is registered with us, we will credit your Account within ten business days for the amount you think is in error, so that you will have the use of the funds credited to your Account during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your Account. Keep reading to learn more about how to register your Account. For errors involving new Accounts (an Account is considered “new” up until 30 days after such Account is opened), we may take up to 90 days to investigate a complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is an error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution process, contact Customer Service.
20. Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe your User Information needed to access your Account has been lost or stolen or you believe a transaction has been made without your permission using information from your Account. Contact Customer Service immediately at the number or address provided below to keep possible losses to a minimum. Contacting us by telephone at (833) 202-2010 is the best way to minimize possible losses. You could lose all the money in your Account. If you tell us within two business days after you learn of any unauthorized transactions, you will lose no more than \$50 if someone accessed your Account without your permission. If you DO NOT tell us within two business days after you learn of an unauthorized transaction, and we can prove we could have stopped someone from accessing your Account without your permission if you had told us, you could lose as much as \$500. Also, if your Account transaction history or other information shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the information is made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip, a hospital stay, or other extenuating circumstances) kept you from telling us, we will extend the times specified above to a reasonable period. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Account.
21. Unclaimed Property. If your Account becomes inactive (e.g., if you do not use the funds in your Account or access your Account for a certain period of time), applicable law may require us to report the funds in your Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Account to a state varies by state, but usually ranges between two and five years.
22. Assignment. To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Account or this Agreement without our prior written consent.
23. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.

24. Amendment. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Website or delivering notice of changes to you electronically.
25. Entire Agreement. This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program
26. Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend your Account or this Agreement immediately, for any reason, and without notice to you. You may cancel your Account or this Agreement at any time by notifying Customer Service at the number or address provided above. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension. In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. The Bank reserves the right to refuse to return the unused balance if it is less than \$1.00.
27. Business Days. Our business days are Monday through Friday, excluding federal holidays.
28. English Language. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the English language.
29. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.
30. Indemnification. At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.
31. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Accounts and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Account or any products or services purchased using the Account, or this Agreement (as well as any related or prior agreement that you may have had with us).
32. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Account or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, "we" and "us" mean the Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the Account or this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”).

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators’ decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (d) we also reserve the right in our sole and exclusive discretion to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) subject to Section 31 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys’ fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys’ fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Account or this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

