

Clair by Pathward® Limited Demand Deposit Account Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: Clair Care
228 Park Ave S PMB 31693
New York, New York 10003-1502
Email: accounts@getclair.com

Phone Number: 1-888-442-5247

IMPORTANT NOTICES:

1. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION SETTING FORTH THE RULES FOR DISPUTE RESOLUTION WITH US.
2. BY OPENING OR MAINTAINING THIS ACCOUNT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. THIS AGREEMENT INCLUDES THE FOLLOWING DISCLOSURES: (1) OUR PRIVACY POLICY AND (2) ANY ADDITIONAL DISCLOSURES REGARDING YOUR ACCOUNT AND/OR RELATED FEATURES OR SERVICES THAT THE BANK MAY PROVIDE TO YOU FROM TIME TO TIME.
3. WE MAY CLOSE THE ACCOUNT AT ANY TIME, WITH OR WITHOUT CAUSE (SEE THE SECTION TITLED "ACCOUNT CLOSURE", BELOW, FOR MORE INFORMATION).
4. AS EXPLAINED IN FURTHER DETAIL IN THE E-SIGN DISCLOSURE, AUTHORIZATION TO ELECTRONICALLY RECEIVE ANY AND ALL COMMUNICATIONS OR DISCLOSURES RELATED TO YOUR ACCOUNT IS

A CONDITION OF THIS ACCOUNT, MEANING THAT IF YOU REVOKE YOUR CONSENT TO RECEIVE SUCH COMMUNICATIONS AND DISCLOSURES ELECTRONICALLY YOU UNDERSTAND THAT WE WILL IMMEDIATELY CLOSE YOUR ACCOUNT.

This Limited Demand Deposit Account Agreement (“**Agreement**”) sets forth the terms and conditions that govern your Clair Limited Demand Deposit Account (“**Account**”). “**Accountholder**”, “**you**” and “**your**” means the person who has opened and owns the Account. “**We**,” “**us**,” “**our**” and “**Bank**” mean Pathward®, N. A., a federally chartered bank, Member FDIC, and our successors, affiliates or assignees. “**Clair**” means Clair, Inc., a Delaware corporation, that performs certain services related to your Account on our behalf. Please read this Agreement carefully and keep it for future reference.

1. DEFINITIONS

- “**ACH**” means the Automated Clearing House network, a funds transfer system governed by the NACHA Operating Rules and Operating Guidelines that provides funds transfer services to participating financial institutions.
- “**Actual Balance**” is the aggregate amount of funds in your Account according to our records and includes electronic credits and all deposits. Your Actual Balance may be different than your Available Balance.
- “**Available Balance**” is the amount of funds in your Account available for withdrawal and authorizing transactions, which may be different than your Actual Balance. The Available Balance is reduced by 1) the amount of pending transactions; 2) funds on hold in accordance with our Funds Availability Policy; 3) our receipt of notice that a transaction will be presented or returned; or 4) our receipt of legal process relating to your Account.
- “**Business Day**” means any day of the week that is not a Saturday, Sunday or federal holiday. Any references to “days” found in this Agreement means calendar days unless indicated otherwise. Non-Business Days are considered part of the following Business Day.
- “**Customer Service**” means the customer service we make available for your Account, available at the address, website and phone number listed in the section titled “Customer Service Contact Information.”
- “**Direct Deposit**” means an ACH credit from your employer or other originator intended for, or posted to, your Account.
- “**EFT**” means electronic funds transfer transactions.
- “**Embedded App**” means the application made available by Clair through a web browser experience or embedded in a Clair partner application. The Embedded App will allow you to obtain information regarding your Account and provide support information for your Account. Please Note: message and data charges may apply from your wireless service provider when using the Embedded App.
- “**Financial Service**” means your Account or any financial product or service made available by us through the Embedded App or otherwise in connection with your Account.
- “**Funds Availability Policy**” means the Funds Availability Policy set forth below.
- “**Item**” means service charges, EFTs and other electronic items or transactions, checks, drafts, preauthorized payments, automatic transfers, telephone-initiated transfers, ACH transactions, online banking transfers or bill payment instructions, adjustments, and any other instruments or instructions for the payment, transfer, or withdrawal of funds.

2. ABOUT YOUR ACCOUNT

Your Account is a special purpose limited demand deposit account established for the purpose of receiving Direct Deposits. Your Account can only be funded by Direct Deposit.

Pursuant to your separate one-time payment authorizations for each earned wage access (“EWA”) loan, you obtain from Bank, you authorize us to transfer any funds received by Direct Deposit to Bank to be applied to repayment of any outstanding EWA loan balances. This transfer will occur upon our receipt of such funds, up to the amount owed on any outstanding EWA loan balances.

Should you wish to prevent this transfer, you may call Customer Service to direct that all or a portion of an incoming Direct Deposit be transferred to another account. Such transfer will be

made via ACH transfer. Any amounts so directed will not be applied to repayment of Bank's EWA loan.

If we are required to return any funds from your Account for any reason, you agree that this will not affect your obligation under your EWA Loan Agreement to repay any EWA loan.

Your Account only can be opened and maintained by a sole, natural person (*i.e.*, the Account is not a joint account). No card will be issued with the account. The Account is not a prepaid account or a credit product. You will not receive any interest on the funds in your Account. 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 involving your Account that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You may not use your Account for any illegal transactions or any activity prohibited by this Agreement.

Your funds are eligible for deposit insurance up to the applicable limits by the Federal Deposit Insurance Corporation ("FDIC"). In the event the FDIC were to be appointed as a receiver for Pathward, your funds would be eligible to be insured up to \$250,000 for each legal category of account ownership, subject to compliance with FDIC deposit insurance requirements. You are responsible for monitoring the total amount of all direct or indirect deposits held by you or for you with Pathward for purposes of monitoring the amount of your funds eligible for coverage by FDIC insurance. To assist with calculating your FDIC deposit insurance coverage, the FDIC has an Electronic Deposit Insurance Estimator available at <https://edie.fdic.gov>. FDIC insurance protects funds in your Account in the event of the failure of the financial institution (Pathward), not the failure of other entities such as Clair.

There are no fees associated with this account. In the case that the Account has a negative balance, any subsequent deposits to your Account will be first applied to the negative balance. In the event there are any funds remaining in the Account after a Direct Deposit is transferred to Bank in repayment of Bank's EWA loan, such excess funds will be transferred to the account that you own into which you EWA loan proceeds were disbursed.

3. GETTING STARTED

a. Verification Process

1) **Important information for opening an Account:** To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an Account.

2) **What this means for you:** When you open an Account, we will ask for your name, street 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 documents at any time.

- Accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. We may validate the information you provide to us to ensure we have a reasonable belief of your identity. If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded and issue a refund check to the address used to request the Account. We reserve the right to not open an Account for anyone in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

3) **Eligibility and Activation:** To be eligible to use and activate this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, the Northern Mariana Islands, or American Samoa who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

b. Account Opening

The Account will be opened when you obtain an EWA loan from Bank and authorize Bank to establish this Account for you to receive a Direct Deposit in the amount of the EWA loan, and have the Direct Deposit amount transferred to Bank in repayment of Bank's EWA loan. There is no minimum balance to open or maintain the Account. Your Account will remain open to receive further Direct Deposits in the event you elect to obtain further EWA loans from Bank.

4. ACCOUNT FUNDS

a. Deposits

Deposits may be made only in the form and manner we permit in our sole discretion. Only electronic Direct Deposits are permitted. The deposit methods available for the Account are set forth in the chart below. We may, at our sole discretion, refuse to accept any deposit. If an Item you deposit is returned unpaid, we will debit your Account and assess any loss we incur. Funds deposited to your Account are available as described below under "Funds Availability Policy."

b. Withdrawals and Transfers

The following types of electronic fund transfers are available to access funds in your Account: (1) pursuant to your one-time prior authorization with respect to each EWA loan you obtain from Bank, amounts Direct Deposited into the Account may be transferred to Bank to be applied to balances owing on Bank's EWA loans; and (2) pursuant to your instruction to Customer Service, amounts Direct Deposited into the Account may be transferred via ACH transfer to the account that you own into which your EWA loan proceeds were disbursed..

c. Limits

The following limits apply to deposits and transfers to your Account:

All Direct Deposit and ACH transfers through depository financial institutions	\$15,000.00 per transaction; No more than \$15,000.00 per day and \$30,000.00 per 30 days; No more than 25 transactions per 30 days
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The following limits apply to transfers out of your Account initiated within the Embedded App:

Outgoing ACH transfer	\$15,000.00 per transaction; No more than \$15,000.00 per day and \$30,000.00 per 30 days
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If you arrange to have funds deposited directly to your Account through an ACH credit transaction, you must enroll with the entity making a payment to you by providing our routing number and your Account number. We reserve the right to reject any deposit other than the deposit transactions set forth above that you have authorized. No other person can deposit money into your Account on your behalf without your authorization. We will not accept any checks, money orders or cash mailed or otherwise provided to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us.

d. Funds Availability Policy

Our policy is to make funds from your electronic deposits available on the Business Day we receive the deposit. Once the funds are available, the funds can be transferred to Bank or transferred to the account that you own into which EWA loan proceeds were disbursed, as applicable. We reserve the right to refuse any deposit.

If final payment is not received on any Item you deposit to your Account, or if we are required to return any direct deposit or ACH credit transaction for any reason, you agree to pay us the amount of any returned Item we previously credited to your Account.

You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor that facilitates Bank's EWA loans. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) Business Days after we receive the deposit. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit.

e. Transaction processing order

We may accept, pay, certify, or charge Items to your Account in the order we choose. Generally, your deposits and withdrawals are processed as follows:

- (1) Unless manual review is needed, Direct Deposits and any other ACH credits are added to your Available Balance at the time we receive and settle the applicable ACH file or at the time we receive pending deposits that are immediately available for your use. ACH debits are deducted from your Available Balance in the order of lowest to highest dollar amount if multiple ACH debits are present in a single ACH file that we process.
- (2) Transactions received real-time during the day are processed as they occur. Debit transactions received during the day are debited from your Account as they occur if there is a sufficient Available Balance in the Account to pay them. Please note: Your Available Balance may not reflect every transaction you have initiated or previously authorized (e.g., pre-authorized debit transaction holds that are later released).

Even if we provisionally post Items to your Account during the day, we may treat them as if we received all of them at the end of the day.

f. Other Types of Deposits.

Funds availability rules for other types of deposits will be disclosed to you at the time those other

deposit options are offered to you.

5. USING YOUR ACCOUNT

a. Accessing Funds and Limitations

Each time funds in your Account are accessed, the Available Balance in your Account will be reduced by the amount of the transaction. Generally, you may not exceed the Available Balance in your Account through an individual transaction or a series of transactions. If a transaction on your Account exceeds the balance of the funds available in your Account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Account has a negative balance, any deposits will be used to offset the negative balance. If you have not deposited sufficient funds to your Account to cover the negative balance within sixty (60) days of its creation, we may close your Account.

b. Preauthorized Transfers

Recurring preauthorized transfers from the Account are not permitted. You must provide to Bank a one-time funds transfer authorization for each Direct Deposit transferred to Bank to be applied to repayment of an EWA loan.

c. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

1. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
2. If we have reason to believe the requested transaction is unauthorized;
3. If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
4. In the case of pre-authorized credits, the data from the third party is not received, is incomplete or erroneous; or
5. For any other exception stated in our Agreement with you.

6. CONFIDENTIALITY

We may disclose information to third parties about your Account or the transactions you make:

- a. Where it is necessary for completing transactions;
- b. In order to verify the existence and condition of your Account for a third party;
- c. In order to comply with government agency or court orders, or other legal reporting requirements;
- d. If you give us your written permission;
- e. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- f. As otherwise necessary to fulfill our obligations under this Agreement.

7. DOCUMENTATION

a. Periodic Statements

You will be able to review Account transactions and Account statements through the Embedded App, so long as your Embedded App account is active. If an EFT has occurred, a periodic statement will be provided at least monthly. If no EFT has occurred, a periodic statement will be provided at least quarterly. You will be notified via email when Account statements are available. If your Account is inactive or dormant, we may stop providing statements and sending you Account statement emails. Your Account is considered inactive if your Embedded App account is closed by you or if your Embedded App account is closed by Clair for any reason, including because you are no longer eligible to use the Embedded App due to termination of employment or opt out by your employer. Your Account is dormant if your Account has not had any Direct Deposits or customer-initiated activity for 5 years. For security reasons, we may refuse a withdrawal or transfer from Accounts we internally classify as inactive or dormant if we cannot reach you in a timely fashion to confirm a Direct Deposit or other funds transfer authorization.

8. UNAUTHORIZED TRANSACTIONS.

a. Contact Customer Service Immediately

You should call or write to Customer Service if you believe a transfer has been made without your permission.

b. Your Liability for Unauthorized Transfers

Tell us AT ONCE if you believe that an electronic fund transfer has been made without your permission. Calling Customer Service is the best way of keeping your possible losses down. You could

lose all the money in your Account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or Access Device, you can lose no more than \$50 if someone used your Account without your permission.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lost after the sixty (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 or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period.

c. In case of errors or questions about your Electronic Transfers

Contact Customer Service as soon as you can if you think an error has occurred in your Account. You must contact us no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You will need to tell us:

1. Your name and Account number;
 2. A description of the error or the transaction you are unsure about;
 3. An explanation of why you believe it is an error or why you need more information;
- and
4. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error. We will tell you the results within three (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 we used in our investigation. If you have any further questions regarding our error resolution procedures, please contact Customer Service.

9. ADDITIONAL TERMS OF THE AGREEMENT

a. Communications

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

Please note, certain optional features may require your consent to receive electronic communications from us. If you do not consent or withdraw your consent to electronic communications, we may terminate your Account or any services that rely on electronic communications.

b. Change of Address

You are responsible for notifying us immediately upon any change to your address or email address. If your address changes to a non-US address, we may close your Account and return funds to you in accordance with this Agreement. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any e-mail messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your e-mail account available to any other individual, you agree that you are responsible for any release of any Account information to such individual. It is your sole responsibility to ensure that the e-mail address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current e-mail address.

10. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Account Closure

You may close your Account by contacting Customer Service. Your request for Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Account be closed, if there are funds in the Account at the time of closure we will transfer such funds to the account that you own into which EWA loan proceeds were disbursed, or send you a check for the remaining balance on your Account). We reserve the right to close your Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

We may close your Account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obligated to do so unless required by law. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account.

If you or we close your Account you may no longer be entitled to receive EWA loans from Bank. Refer to your EWA loan agreement with Bank for your rights and obligations with regard to the closure of this Limited Demand Deposit Account.

c. Disclaimer of Warranties

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

d. Assignability

You may not assign or transfer your Account or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

e. Amendment and Cancellation

We may change this Agreement at any time. We may add new terms or delete or amend existing terms, add new services and discontinue existing services, or convert existing services into new services. We will give you reasonable notice in writing or by any method permitted by law of an adverse change to this Agreement. However, if the change is made for security purposes, we can implement such change without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe beneficial or otherwise not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your Account. If you continue to use your Account or keep it open, you are deemed to have accepted and agreed to any changes, as of the effective date of any such change.

f. Legal Process

Your Account is established and maintained at our main office in Sioux Falls, South Dakota. We will comply with all applicable law in connection with any legal process validly served upon us in connection with the Account including, but not limited to, garnishments, restraints, seizure notices, subpoenas, and similar legal process. Unless required by applicable state or federal law, we will not assert any claims of exemption on your behalf. You agree that we will have no liability to you in the event we properly comply with any such valid Legal Process.

g. Other Terms

We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement is governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior contemporaneous understandings or agreements with respect to such subject matter.

10. JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE DISPUTE CLAUSE SET FORTH IN THE FOLLOWING SECTION, IF APPLICABLE.

11. ARBITRATION CLAUSE

We have put this Arbitration Clause in question and answer form to make it easier to follow. However, this Arbitration Clause is part of this Agreement and is legally binding. For purposes of this section, our "Notice Address" is: Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108.

Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you acquire the Account. You must send the notice in writing (and not electronically) to our Notice Address. Provide your name, address and Card or Account number. State that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our parents, subsidiaries, affiliates, and their successors and permitted assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Account or this Agreement or the relationships between you and us and/or "Related Parties" resulting therefrom, including but not limited to, initial claims, counterclaims, cross-claims, third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages, and/or injunctive, declaratory, or other equitable relief. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide.

<p>Who handles the arbitration?</p>	<p>Usually AAA or JAMS</p>	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
<p>Can Disputes be litigated?</p>	<p>Sometimes</p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration. Also, any individual claim(s) by you or us in which the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court may be removed to small-claims court at the election of the opposing party by providing notice within 21 days of receiving the arbitration demand from the other party; however, if that action is transferred, removed or appealed to a different court, a party may elect arbitration.</p> <p>Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that lawsuit or in any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative, or multi party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>
<p>Are you and we giving up any rights?</p>	<p>Yes</p>	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Join a Dispute that you, we, or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. <p>The Arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.</p>
<p>Can you or another consumer start a class arbitration?</p>	<p>No</p>	<p>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small claims action. You may not pursue any type of collective action or class action against us in arbitration.</p>

<p>What law applies?</p>	<p>The Federal Arbitration Act ("FAA")</p>	<p>This Agreement and the Account involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.</p>
<p>Will anything I do make this Arbitration Clause ineffective?</p>	<p>No</p>	<p>This Arbitration Clause stays in force even if: (1) you or we end this Agreement; (2) we transfer or assign our rights under this Agreement, or (3) a party files for bankruptcy (if bankruptcy law permits).</p>
<p>Process.</p>		
<p>What must a party do before starting a lawsuit or arbitration?</p>	<p>Send a written Dispute notice and work to resolve the Dispute</p>	<p>Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide your Card or Account number or identification and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.</p>
<p>How does an arbitration start?</p>	<p>Mailing a notice</p>	<p>If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.</p>
<p>Will any hearing be held nearby?</p>	<p>Yes</p>	<p>The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.</p>
<p>What about appeals?</p>	<p>Very limited</p>	<p>Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.</p>
<p>Arbitration Fees and Awards.</p>		

Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees, and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except in two instances. First, if a court rules that the Arbitrator can decide a Dispute on a class basis and that ruling is not reversed on appeal, then this entire Arbitration Clause (except for this sentence) will be void. Second, if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), then the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.