

GB Domain Money

Deposit Account Terms and Conditions

Arbitration Disclosure

PLEASE READ THIS DOCUMENT CAREFULLY. THESE TERMS REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THESE TERMS.

I. OVERVIEW

1. Terms and Conditions

This Terms and Conditions document, also known as your Domain Money Deposit Account Terms and Conditions (“Terms”), contains the disclosures and terms governing an account established for you through Domain Money, Inc. (the “Account”) for deposits of yours are held at Georgia Banking Company, a Georgia-state nonmember bank, insured depository institution with its main office located in Atlanta, Georgia (“Georgia Banking Company” or the “Bank”) and a member of the Federal Deposit Insurance Corporation (“FDIC”).

Deposit holding and banking services are provided to you by Georgia Banking Company. Domain Money administers and services the Account on behalf of the Bank. Domain Money is not a bank. You hereby appoint Domain Money as your agent to act on your behalf with respect to your Account and in delivering your instructions to Georgia Banking Company concerning your Account. Georgia Banking Company will only accept instructions concerning your Account from Domain Money.

The terms “we,” “our” and “us” refers to the Bank, its successors, affiliates or assignees or Domain Money as the administrator for the Account. “Customer,” “Account Owner,” “you” or “your” refers to the owner of the Account with the authority to deposit, withdraw, transfer or exercise control over the Account and anyone else that an Account holder gives Account access to. The term “day” refers to a calendar day and the term “Business Days” means Monday through Friday, excluding standard holidays observed by the Federal Reserve System or the Georgia Department of Banking & Finance.

The Account is governed by these Terms and the related account agreements, terms or authorizing documents, including but not limited to the E-SIGN consent, Georgia Banking Company’s Privacy Policy, [Domain Money’s Privacy Policy](#), the [Financial Planning Terms & Conditions](#), [The Domain Money Client Advisory Agreement](#), the [Standing & Recurring Funds Transfer Agreement](#) and the [Domain Money Terms of Use](#). The Account is accessed through the Domain Money mobile or web application (the “Domain Money App”). Each Customer is responsible for providing the Bank through Domain Money with a correct and operational email address. Customer must promptly notify the Bank through Domain Money of any change to its email, phone number or postal mailing address, or if Customer is unable to access the Account information through the Domain Money App. Neither the Bank nor Domain Money will be liable for any adverse effects to the Account as a result of undelivered mail or email or Customer’s inability to access Account information through the Domain Money App due to a failure to promptly notify the Bank through Domain Money of a change to Customer’s email or postal mailing address. Neither the Bank nor Domain Money is responsible for any costs Customer incurs to maintain internet access or an email account.

These Terms explain how your Account works, what fees are applicable to your Account, how the various Account services work, and the policies, terms and conditions that govern your Account. Please read these Terms and keep them for your records. You can get a copy of these Terms at any time through the Domain Money App.

2. Contacts

Customer service or additional information regarding your Account is available through the Domain Money App or by contacting Domain Money at:

Customer Service: (760) 836-6246—Business Days, 8:00 AM to 5:00 PM Eastern Time (“ET”)

Via U.S. Mail: Domain Money, Inc.
Attn: Domain Money Cash Account Program
594 Broadway Suite 502
New York, NY 10012

Via Email: support@domainmoney.com

II. ACCOUNT OPENING

1. Account Opening

All Accounts must be opened through the Domain Money App. Accounts may not be opened by telephone or U.S. Mail or other means.

2. Opening and Maintaining an Account

The Account is available to individuals residing in the fifty (50) United States and the District of Columbia who are at least 18 years of age (or older if you reside in a state where the majority age is older) with a valid Social Security number. You also must consent to electronic communications and agree to receive electronic, rather than paper statements. Accordingly, (i) you must keep us up-to-date with your valid email address and phone number; and (ii) you must agree to accept electronic delivery of all account communications (which can include periodic electronic statements as well as year-end tax forms). If you do not agree to electronic delivery of all account communications or you revoke any consent for electronic delivery, your Account will be closed and your funds returned to you. Accounts may only be opened by natural persons and may only be used for personal, family, or household purposes. Accounts may not be opened or maintained by businesses or used for business purposes.

Accounts may not be opened in the name of a trust or other legal entity or by a fiduciary (e.g., executor, conservator, guardians, trustees, etc.). If, however, a fiduciary is appointed by a court or by operation of law after Account opening, we may allow the fiduciary to access and control an Account on a temporary basis; thereafter, the Account will be closed.

By submitting an application and using the services provided by us described herein, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box) where you reside; (iv) the personal information that you provide to us in connection with the Account is true, correct and complete; and (v) you received a copy of these Terms and agree to be bound by and to comply with its terms.

3. Important Information About Opening an Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. When you apply for an Account, we will ask for your name, address, date of birth, Social Security Number, phone number 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 identifying documents.

You authorize us and our agents and service providers to use the information you provide at the time of Account opening to verify your identity or confirm information about you. If we are not able to validate the identity or authenticity of the Account Owner, the Account may not be opened. We reserve the right to not open an Account for anyone at our sole discretion. We may also limit the number of Accounts that you have at our sole discretion. We do not allow for joint ownership of Accounts, so only one person can be the Account Owner. [An Account Owner may assign authorized users to the Account in the Domain Money App. If you permit another person to use your Account by providing such person with Credentials, such permission will be deemed to extend to all transactions made by that person, and will continue until you take the necessary steps to prevent such person from making further transactions using the Account. Please contact us at the contact information provided in Section I.2 if you no longer want a person to be an authorized user on the Account. You will be responsible for and obligated for all Account transactions made by such person(s), whether or not you intended to be responsible for such charges to the fullest extent permitted by applicable law.

4. General Account Information

Your Account is an online deposit account that allows you to make deposits and withdrawals by Automated Clearing House (ACH) transfer to or from a linked external account initiated **only** through the Domain Money App as described in Section IV below. Limits apply to certain types of transfers from your Account.

5. Our Relationship with You

These Terms and the deposit relationship do not create a fiduciary relationship between you and us. You and the Bank are solely in a creditor-debtor relationship and you and Domain Money are solely in an agency relationship.

III. ONLINE ACCOUNT; TRUTH IN SAVINGS DISCLOSURE

1. Minimum Opening Balance

There is no initial deposit required to open an Account. You may deposit any amount greater than, or equal to \$1.00, you wish when opening the Account up to the limit below.

2. Interest

The current interest rate on your account is 3.92% with an annual percentage yield of 4.00%. Interest will be compounded on a monthly basis. Interest will be credited on a monthly basis. If your account is closed or terminated, we will credit your account for any accrued, but unpaid interest. We use the average daily balance method to calculate the interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the statement period. Interest begins to accrue on the business day you make a deposit. The interest rate is subject to change at our discretion at any time.

3. Transaction Limitations

There are maximum withdrawal and deposit limitations of \$100,000.00 per ACH Transfer per day that apply to the Account. Domain Money reserves the right to alter this limit based on individual account and risk factors.

4. Notice of Withdrawal Requirements for Savings Accounts

Pursuant to federal law, the Bank reserves the right to require you to give us written notice of your intention to make a withdrawal seven (7) days before the withdrawal is made. By permitting you to make a withdrawal without requiring seven (7) days' prior notice, we are not waiving our right to require the notice.

5. Service Charges and Fees

Our fee schedule below describes the fees associated with Georgia Banking Company's accounts and services. We may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered. **To obtain an Account, Domain Money imposes a Fee of up to \$7,500, depending upon the specific service selected. See the Financial Planning Terms & Conditions "Fees and Payment" section for more details.** In addition to the fees listed below, there are some situations where a third party may charge additional fees. You agree to pay any fees that apply to the Account. Fees may be deducted from your Account without prior notice to you. We will not be liable for dishonoring any withdrawal orders or refusing any transaction requests because of non-sufficient funds resulting from proper deduction of fees.

<u>Fee Type</u>	<u>Fee</u>
Domain Money Services Fee*	Up to \$7,500 per plan
ATM Withdrawal fees	N/A**
Cash reload fees	N/A**
ATM balance inquiry fee	N/A**
Customer service fees	\$0.00
Inactivity fee	\$0.00

* This fee is imposed by Domain Money for a full range of services, including the Account. The Fee is **not** imposed by Georgia Banking Company. [See the Financial Planning Terms & Conditions "Fees and Payment" section for more details.](#)

** Your Account does not permit the physical withdrawal of cash from the Account by any means. Customers may check their Account balances through the Domain Money App.

IV. DEPOSITS AND WITHDRAWALS

1. Deposits and Withdrawals

You may make deposits into and withdrawals from your Account as described below in this subsection, subject to the other limitations specified in these Terms. We do not accept any deposits made in cash or deposits denominated in any foreign currency.

If we receive a deposit before 5:00 PM ET on a Business Day, we will consider that Business Day to be the day of your deposit. However, if we receive a deposit on or after 5:00 PM ET on a non-Business Day, we will consider the deposit as having been made the next Business Day. See section "VII. Funds Availability" for information on when deposited funds will be available.

- a. **ACH Transfer Initiated by Us with a Linked External Account**—You may deposit funds into or withdraw funds from your Account only through the Domain Money App (subject to certain transfer limits). **All ACH Transfers must be made using the Domain Money App.** You cannot transfer money from a linked external account to your Account by initiating a transfer at the financial institution holding your linked external account. For example, you cannot use a financial institution's mobile application to initiate an ACH Transfer from your linked external account to your Account. We also do not accept requests made through email, secure message, or mail to initiate ACH Transfers. For us to initiate an ACH Transfer to or from your Account at the Bank to or from your external account, the external account must be registered (linked) with the Bank using the Domain App. To learn more about linked external accounts, see subsection "IV.2. Linking an External Account to Your Account at the Bank."
- b. **Check Deposits into Your Account; Bank Checks**—We do not accept checks for deposit to any Account. All deposits must be by ACH Transfer. We do not offer withdrawals via check. In certain situations, such as if you close your Account, if we close your Account, or if you exceed an applicable maximum deposit limit, we may issue a bank check payable to you. If a bank check issued to you is lost, stolen, or destroyed, call Customer Support immediately. If a bank check issued to you is lost, stolen, or destroyed, we may not reissue you a check or provide you with replacement funds within ninety (90) days of the issuance date of the original check. Prior to reissuing a bank check or providing you with replacement funds, we may require that you sign an affidavit attesting that the check was lost, stolen, or destroyed and an indemnity where you agree to reimburse us for certain losses related to such check and to obtain a bond in twice the amount of such check.
- c. **Cash**—We do not accept any deposits in cash, whether in U.S. dollars or any foreign currency. All deposits are considered to be non-cash deposits. If you send any cash to us, it will be returned to you and you agree that you accept any and all risk of loss from the transmission of such currency.
- d. **Internal Transfer**—To facilitate securities or other transactions which are initiated by you or on your behalf (whether by Domain Money or otherwise) through other services you have with Domain Money or its affiliates, funds may be transferred into the Account from a settlement or another account held at the Bank or from the Account into a settlement or another account held at the Bank.

Requests for withdrawals to be made using the Domain Money App for (i) an ACH Transfer; or (ii) an internal transfer between the Account and a settlement or other account held at the Bank, which are received before 3:00 PM ET on a Business Day, shall be considered received on that Business Day. Any withdrawal such requests that are received by telephone after 3:00 PM ET on a Business Day or on a non-Business Day shall be considered received on the next Business Day. The Bank reserves the right to require seven (7) days advance notice before permitting a withdrawal.

2. Linking an External Account to Your Account at the Bank

You may initiate an ACH Transfer to transfer funds between your Account at the Bank and an account you own at an external bank if the external bank account has been registered (linked) at the Bank through the Domain Money App. Once your external account is linked, you may go to the Domain Money App to initiate an ACH Transfer to or from the linked external account.

- a. **Requirements to Link**—To link an external account to your Account at the Bank, you must provide true and accurate information regarding the external account and the external account must: (i) be a deposit account held at a depository institution located in the U.S.; (ii) have your same name in the title of the external account (with reasonable minor variations) as the name associated with your Domain Money App account ; (iii) be an account in which you have full right and authority to all the funds; and (iv) be individually or jointly owned by you. You may not link an external business account to your Account at the Bank. You may link any external account that meets the above conditions to your Account to fund such Account at account opening; provided that we reserve the right to not allow you to link an external account if we think there is a risk of such account being fraudulent or used to commit fraud.
- b. **How to Link**—You may link a qualified external account to your Account at the Bank via the Domain Money App. You authorize and agree to cooperate with us and our agents and service providers to verify that you own the external account and verify other information about your external account.

3. Deposit and Withdrawal Requirements:

- a. **General Deposit Provisions**—Subject to special rules for ACH Transfers (see subsection “IV.3.b. ACH Transfer Provisions” below), when you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If you transfer funds into your Account and the transfer is returned to us by the paying financial institution for any reason, you agree that we may deduct the amount of the transfer against your Account, without prior written notice to you. We may send the transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, and/or refuse to accept a deposit; for example, we may refuse to accept a transfer to your Account if we believe that accepting the transfer would cause us to violate any applicable law or cause your Account to exceed any applicable maximum deposit limits.
- b. **ACH Transfer Provisions**—
- You acknowledge that when we initiate ACH Transfers on your behalf, or receive ACH Transfers on your behalf, they will be processed under the National Automated Clearing House Association (“NACHA”) Operating Rules. ACH Transfers that are deposited into your Account are provisional and will not be credited to your Account until final payment is received. We are not required to give next-day notice to you of our receipt of an ACH Transfer. You agree that we may reverse any ACH Transfer of funds to or from your Account without prior notice to you at any time if permitted by NACHA Operating Rules, which includes but is not limited to the following reasons: (a) we credited your Account in an incorrect amount, (b) the transfer represents a duplicate credit to your Account, (c) you were not entitled to the deposit, or (d) you were not the intended recipient of the deposit. We may reverse any provisional credit to your Account for which final payment is not received.
 - Recurring ACH Transfers that you have initiated from an Account at the Bank and that are returned by an external bank because, for example, you have closed your external account, or you provided an incorrect account number, may be canceled prior to the next scheduled ACH Transfer date. We have no obligation to contact you if we cancel any such future ACH Transfers.
- c. **Insufficient Funds**—We will not permit withdrawals from your Account if there are not sufficient funds available in your Account for the amount of the ACH Transfer and we will not be liable for dishonoring a transaction if you do not have sufficient funds to cover it. You must maintain sufficient available funds in your Account at all times to cover withdrawals or any other transactions negotiated or accepted by us. We determine from time to time during each Business Day whether or not your Account contains sufficient available funds to pay a transaction (for example, ACH Transfer, internal transfers between Accounts at the Bank, or any other electronic transaction). In some circumstances, your Account might still become overdrawn. If this happens, you are responsible for the full amount of any overdrawn amount. You also agree to reimburse us for any losses we incur in collecting any overdrawn balances.
- d. **Restrictions on Withdrawal Methods**—You are not permitted to link your Account with a credit, debit, gift, or other type of card. You are not permitted to make withdrawals from your Account by creating a check drawn on your Account. If you attempt to make any transactions with your Account using a credit, debit, gift or other type of card bank or by creating a check drawn on your Account, we will reject and/or return the transaction without notice to you and may consider such action to be a violation by you of these Terms.
- e. **Authorization and Authentication for Transfers, Requests, and Account Access** —
- We will not permit transfers to or from your Account unless you provide us with satisfactory identification and any other documentation or information that we may require from time to time, as may be further specified in various sections of these Terms.
 - We may make ACH Transfers or internal transfers between Accounts at the Bank based on instructions you give Domain Money by calling Customer Support or going through the Domain Money App, unless prohibited by applicable law. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability we may incur for reasonably acting upon such instructions.
 - You agree that transfers conducted or requested by you, and Account access obtained through the Domain Money App, may only be authorized and/or initiated upon satisfactory authentication of your identity through the use of a password, secret word, electronic signature or other such identifying means (each a “Credential”). Different types of transfers, requests, or access may require a different Credential and/or use of an additional security procedure. You accept sole responsibility for maintaining security over any Credential and any device using the Credential.
 - You agree that any instructions received (such as requests to withdraw funds from your Account) that include any of your Credentials will be deemed to be authorized by you to the fullest extent permitted by applicable law. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed to the fullest extent permitted by applicable law. For example, if you provide your e-mail address and password to another person and that person uses that information to withdraw funds from your Account, you agree that we will deem the withdrawal to be authorized by you to the fullest extent permitted by law. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any

liability incurred for reasonably acting upon such instructions which bear any of your Credentials to the fullest extent permitted by applicable law. You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately at the contact information provided in Section I.2 so that a replacement may be issued.

f. Reliance Upon Information Provided—

- You acknowledge and agree that we are relying upon the information you provide, as well as information provided by the external bank sending transfers to you, when we process transfers to you or on your behalf.
 - When we receive ACH Transfer requests to deposit funds into an Account, we rely on the Account number and you agree that we do not have a duty to determine whether the Account number provided to us matches the name or other information given to us with the transfer or transfer request. For this reason, we will not be liable to you if we credit a transfer using the Account number provided, even if such a transfer that was intended for your Account is credited to another customer's Account.
 - When you provide us with information to initiate an ACH Transfer, you agree that we will not be responsible for accuracy of the information or for any errors or discrepancies in the account names and numbers or the ABA Routing Transit Number and name of the external bank holding your account, and you agree that we have no responsibility to determine accuracy or investigate any of these errors or discrepancies.
- g.** For the avoidance of doubt, specific types of transfers (e.g., ACH Transfers) are subject to additional provisions set forth in these Terms that govern those particular types of transfers. In the event of any conflict between a provision in this section IV.3. and a provision of these Terms governing a specific type of transfer, the provision governing the specific type of transfer will prevail.

V. YOUR ACCOUNT

1. Deposit Insurance Coverage

Deposit insurance protection covers funds on deposit in any Account maintained with the Bank. This insurance protection is provided by the FDIC, an agency of the United States government. The standard insurance amount provided by the FDIC is currently \$250,000 per depositor, for each account ownership category. If you have multiple accounts with the Bank, the account balances will be aggregated per account ownership category.

For more specific and detailed information pertaining to your FDIC insurance coverage, you should visit the FDIC web site at www.fdic.gov. This website has many helpful tools including deposit insurance brochures titled "Your Insured Deposits" and "Deposit Insurance at a Glance," and an online Electronic Deposit Insurance Estimator (EDIE) at www.fdic.gov/edie. You may also contact the Federal Deposit Insurance Corporation by mail at Deposit Insurance Outreach, Division of Depositor and Consumer Protection, 550 17th Street N.W., Washington, D.C. 20429, or by telephone at 1-877-ASK-FDIC (1-877-275-3342).

2. Designating a Power of Attorney

You may give another person (called an "attorney in fact") authority to act on your behalf by giving that person a power of attorney. To add an attorney in fact to your Account, you must provide power of attorney documentation that meets our requirements. Subject to applicable law, we may refuse to accept a power of attorney that does not meet our requirements or was not issued within the past two (2) years and require that you provide an updated power of attorney. Subject to applicable law, we may, in our sole discretion, refuse to honor any power of attorney or refuse to permit your attorney in fact to access and otherwise transact through your Account. An attorney in fact may not open an Account on your behalf. Once we accept your power of attorney, we may allow your attorney in fact to access and otherwise transact through your Account unless or until we receive and have had a reasonable opportunity to act on written notice that you have died or that the power of attorney has been revoked. We have no duty to monitor or ensure that the acts of your attorney in fact are for your use or benefit or are otherwise permissible under applicable law. We will not be liable if your attorney in fact exceeds his or her powers or does not comply with your instructions or applicable law. You agree to hold us harmless from and against any actions we take based upon the instructions of your attorney in fact or that your attorney in fact takes regarding your Account, unless or until we receive and have had a reasonable opportunity to act on written notice that you have died or that the power of attorney has been revoked.

3. Death or Incompetence

You agree that your authorized representative will notify us immediately if you die or are declared legally incompetent. If we have reason to believe you have died or been declared legally incompetent, we may place a hold on the Account to retain funds and refuse to accept deposits or to permit withdrawals until we know and have verified the identity of your duly appointed representative. We will require proof of death or adjudication of incompetence (e.g., certified copy of court order, death certificate, or official record). Until we receive notice and any required proof of death or incompetence, we may act as you are alive and

competent. In the event we receive written notice from a personal representative, executor, administrator, conservator, or guardian purporting to represent you or your estate, we shall be entitled to rely on all information supplied and representations made in such written notice to the full extent permitted by applicable law. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice. If a withdrawal is made from an Account before a deposit subject to recall by a government or other entity is returned, you agree that your duly appointed representative shall be liable for such recalled payment.

4. Account Statements

Electronic statements are available to view and print through the Domain Money App. Account statements are presumed to be correct. However, you should carefully review your statements each statement period and notify us of any errors within sixty (60) days of your statement becoming available. You also have a right to obtain a sixty (60) day history your Account transactions by calling us at (760) 836-6246, sending us an email at support@domainmoney.com, or by writing to us at Domain Money Customer Service, 594 Broadway Suite 502, New York, NY 10012. You will not automatically receive paper statements.

5. Change of Address and Telephone Number

You agree that we are entitled to rely upon the mailing address, e-mail address and telephone number you provide to us. You must promptly notify us of any change in your mailing address, your email address and/or your telephone number. We have no liability to you if you fail to notify us at the contact information provided in Section I.2 of a change in your mailing address, email address or telephone number. Notice of availability of Account statements and other important Account documents are sent to the last email address you have provided to us. Account statements and other important Account documents will be deemed to be provided to you when an email is issued alerting you that such materials are available through the Domain Money App or are otherwise made available to you.

6. Keeping Your Accounts Active

Under applicable state abandoned property statutes, your Account will be considered inactive (dormant) and we may be required to send to the appropriate state the balances in your Account unless you have, within a specified period of time, contacted us or conducted activity related to your Account, including, for example:

- Depositing or withdrawing funds (may exclude certain preauthorized and automatic deposits or withdrawals);
- Updating your address;
- Signing in to your Account through the Domain Money App; or
- Writing or calling us concerning your Account.

In general, the laws of the state of your last known address (as recorded in our records) will govern when your Account is considered dormant. Prior to remitting any balances in your Account to the appropriate state, we will attempt to contact you, as required by applicable law, using the contact information you have provided to us.

7. Legal Process

Legal process includes any garnishment, execution, writ of attachment, levies, tax levy or withholding order, restraining order, subpoena, search warrant, injunction, government agency request for information, forfeiture or seizure, and other legal process relating to your Account.

We may, but are not required to, provide notice of legal process relating to your Accounts. You acknowledge and agree that we may accept, act upon, and respond in our discretion to any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the Account was opened or where the account, property, or records are located.

We may comply with legal process even though it affects the interests of only one owner or an authorized user on the Account . Regardless of any action we take, we are not waiving any rights of exemption you may have under any federal or state laws. You are responsible for invoking any exemption rights we do not otherwise assert on your behalf.

If the legal process requests information regarding either the Account owner or an authorized user, we may release information about the owner and all authorized users on the Account, even though some may not be covered by the legal process.

We may hold and turn over funds or other property to a court or creditor as directed by the legal process, subject to our right of setoff and any security interest we have in the funds or other property. If we hold or turn over funds, we may refuse to permit withdrawals from your Account. We do not pay interest on the funds during the period we hold them pursuant to legal process.

Any fees and expenses (including administrative expenses) or losses that we incur as a result of responding to each legal process related to your Account are your responsibility. We may charge these costs to, and deduct them from, any deposit account you maintain with us without prior notice to you. Fees and expenses may include legal fees, if awarded by a court.

8. Right of Set-Off

As long as any legally required disclosures are given, we will have a continuing lien on amounts in your Account as security for all your liabilities to us, whether direct, contingent, past, present or future. At any time, your matured liabilities may be automatically set-off either in whole or in part against any of your accounts, even though other persons may have an interest in those accounts. Such liabilities include, to the extent permitted by law, those that may arise from other products or services you have obtained from us except credit cards. This set-off will discharge us from all liability in connection with such accounts. In order to protect our right of set-off, if you file for bankruptcy, we may place a temporary administrative hold on your account. While this hold is in effect, no checks, items, debits, fees, charges, transfers or withdrawals, regardless of how initiated, will be permitted. To the extent permitted by law, we reserve the right to set-off against direct deposits of Social Security benefits and other federal, state and/or local government benefits. This Section V .8, captioned Right of Set-Off, does not apply to a regular trust account under a testamentary trust or a trust agreement which has significance apart from the account, an individual retirement account, any other tax-deferred retirement account or any other account that receives special tax treatment.

9. Closing or Restricting an Account

Without limiting any other right or remedy that we may have under these Terms or otherwise, we may suspend or close your Account for any reason with or without notice, including if we, at any time, believe you are using the Account for fraudulent or illegal purposes, or you or the Account otherwise presents an undue risk to the Bank and/or Domain Money as determined in our sole discretion. Such reasons include, but are not limited to:

- Your use conflicts with any federal, state or local law, rule or regulation, including federal foreign asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations.
- We receive a court order or other legal request to suspend or close your Account.
- Your non-fraudulent actions nonetheless violate any part of these Terms.
- We have reason to believe there has been or may be an unauthorized use of your Account.
- We are unable to verify your identity or authority to use the service to our satisfaction.
- Your Account is not in good standing.
- We believe that your use of the service could expose the Bank and/or Domain Money to increased risk.

If our monitoring of the Account detects any such activity, the Account funds will be subject to a hold pending review of the activity by the Bank and/or Domain Money. The Bank and/or Domain Money may require you and other parties to the activity to produce documents and/or other materials evidencing the validity of the activity. Funds on deposit in any Account are subject to hold at our discretion until the source of such funds and/or the activity is properly verified. You understand and agree that such action is reasonable for us to take in order to protect the Bank and/or Domain Money from loss. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Account.

If your Account has a balance when we close it, we will return the funds to you minus to the extent permitted by applicable law any applicable fee, penalty, or other amount owed to us, by ACH Transfer to the linked account from which your original funding was received. In limited circumstances, we may initiate a wire transfer (with your authorization) or mail a check to your current mailing address. We may refuse to pay any debits or other items presented or re-presented for payment after your Account is closed or restricted, but we are not obligated to refuse payment of those debits or other items. We will not be liable for the non-payment of any debit or other item presented after your Account is closed or restricted. Except as may be limited by applicable law, you agree to hold us harmless from and against any losses arising from, or in any way relating to, our refusal to pay or release funds in accordance with this section.

10. Compliance with the Law

You agree to comply with all applicable U.S. laws and regulations, including but not limited the economic and trade sanctions promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, and not to use your Account for illegal transactions or activities. You may not use your Account or any Account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

11. Adjustments

We may make adjustments to your Account to reflect corrections or changes to your balances, fees and penalties (if any). For example, adjustment may occur if deposits or withdrawals are posted for the wrong amount, posting is delayed, or items are returned unpaid for any reason. In the event of an error or something else that has caused an overstated balance, you agree to reimburse us for the overstated amount.

12. Information We Collect About You

You authorize us to use information we have about you and share that information with our affiliates and third parties, except as provided by law or the Georgia Banking Company Privacy Notice or the Domain Money Privacy Policy. For details about how we treat information we have about you, consult the Georgia Banking Company Privacy Notice and the Domain Money Privacy Policy.

13. Electronic Messages

You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the Internet (for example, by such a third party downloading spyware or malware onto your computer), telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

14. Calls and Messages to Your Mobile Device

You agree that we or our agents or service providers may contact you regarding any matter for any non-telemarketing reason (e.g., processing service requests) using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device to the fullest extent permitted by law. You agree to receive these calls and messages, including pre-recorded calls, calls using artificial voice, or auto-dialed calls. You also agree that we may send text messages to any phone number for your mobile device you provide to us. You understand and accept that your telecommunications service provider may charge you for these calls and messages consistent with applicable law.

15. Recording Telephone Calls and Electronic Communications

For quality control purposes and for other reasons, you permit us to record and monitor your telephone conversations and electronic communications with us (including email). Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities at the time of your call or other communication.

VI. ADDITIONAL TERMS

1. Changes in Terms

Accounts or services may change over time. We reserve the right to delay, discontinue, or make changes to your Account or services, and to convert your existing Account and services into new types of accounts and services. We may change these Terms from time to time, and the revised Terms will supersede all prior versions. The current Terms are available through the Domain Money App. We will provide notice of changes, additions, or deletions as required by law. Unless we are required to provide you with advance notice, any such change will be binding on you when we mail you notice or make it available to you. If we are required to provide you with advance notice and you do not agree with a change, you may close your Account before the effective date. Your use of your Account after the effective date of a change constitutes the acknowledgement of your acceptance of such change.

2. No Assignment

Your Account is not transferable and is not assignable as collateral for a loan by another party to you or for any other purpose.

3. Ordinary Care

You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the State of Georgia, or any rule or regulation of the State of Georgia or a federal agency having jurisdiction over the Bank, shall constitute ordinary care.

4. Indemnification and Limitation of Liability

You agree to indemnify and hold the Bank and Domain Money harmless from any losses, damages, suits, costs and expenses, including reasonable attorneys' fees, which we may incur as a result of taking any action or not taking any action that we are entitled to take pursuant to these Terms or relying upon instructions or information from you.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THESE TERMS IF SUCH FAILURE OR DELAY IS CAUSED BY YOUR NEGLIGENCE, ACTS OR OMISSIONS OF THIRD PARTIES, INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE BANK OR DOMAIN MONEY, PROVIDED THE BANK AND DOMAIN MONEY EXERCISED SUCH DILIGENCE AS THE CIRCUMSTANCES REQUIRE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BANK AND DOMAIN MONEY SHALL BE EXCUSED FROM SUCH FAILURE TO ACT OR DELAY AS LONG AS SUCH CIRCUMSTANCES PREVAIL, AND THE BANK AND DOMAIN MONEY CONTINUE TO USE COMMERCIALY REASONABLE EFFORTS TO RECOMMENCE PERFORMANCE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED AND WE WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND.

This Indemnification and Limitation of Liability subsection does not, in any case, reduce our liability to you as described in the section "VIII. Electronic Fund Transfer Disclosure and Terms."

5. Notice of Negative Information

We may report information about your Account to consumer reporting agencies, including negative information, such as information concerning insufficient funds, overdrafts, or other defaults on your Account, and this information may be reflected in your report with a consumer reporting agency.

6. Severability; Rights Cumulative; Waiver

If any part of these Terms is determined to be invalid or unenforceable, under applicable law or regulation, such determination will not affect the validity or enforceability of the remainder of these Terms. The rights of the Bank and Domain Money under these Terms are cumulative of all other rights we may have by law or otherwise. We may delay or waive any rights we have under these Terms in accordance with applicable law. Any waiver by the Bank or Domain Money of any rights under any provision of these Terms or in applicable law on any occasion will not constitute a waiver of the same or any other right or provision on any other occasion.

7. Governing Law; Choice of Forum

All actions relating to your Account, including these Terms, will be governed by the laws and regulations of the United States and the State of Georgia (to the extent that Georgia law is not preempted by federal law). Federal and Georgia law shall be applied without giving effect to principles of conflicts of law.

VII. FUNDS AVAILABILITY

This section VII. describes Georgia Banking Company's "Funds Availability Policy."

1. Availability of ACH Transfer Deposits:

Funds from ACH Transfers that you initiate through a linked external account will generally be available on the next Business Day after the day the ACH Transfer is deemed to be received by us but may be available earlier, depending on the type of ACH Transfer. However, we may delay the availability of your funds as reasonably necessary to comply with law and protect the security of the Account and our systems.

2. Availability of Internal Transfers Between Accounts at the Bank

When you transfer funds from your Account at the Bank to another account at the Bank on a Business Day, the funds will be available immediately.

3. Availability of Check Deposits

We cannot accept any checks for deposit. All deposits must be via ACH Transfer. All checks received will be returned to the sender. You agree to be responsible for any delay or loss associated with checks delivered to and returned by the Bank.

VIII. ELECTRONIC FUND TRANSFER DISCLOSURE AND TERMS

1. Electronic Fund Transfer Disclosure and Terms Coverage

Your Account is subject to the Electronic Fund Transfer Act and Regulation E. The following disclosures and terms apply to Electronic Fund Transfers. For purposes of these Terms, the term "Electronic Fund Transfer" refers to ACH Transfers and internal transfers to or from another Account at the Bank. To the extent other terms in these Terms conflict with this Electronic Fund Transfer Disclosure and Terms section, as applied to Electronic Fund Transfers, the provisions of this section shall govern. See section "IV. Deposits and Withdrawals" for information on the types of Electronic Fund Transfers that you can make and the limitations. See section "1.1 Terms and Conditions" for information on the Bank's Business Days.

2. Account Statements and Electronic Fund Transfers

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly). Your periodic Account statement will show the date, amount, and description of each Electronic Fund Transfer. For additional information on your periodic Account statement, see subsection "V. Your Account; 4. Account Statements." You may verify posting of an Electronic Fund Transfer on the next Business Day after the Electronic Fund Transfer is scheduled to be made by calling (760) 836-6246 or accessing the Domain Money App.

3. Preauthorized Payments

(1) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at (760) 836-6246, or write us at Domain Money, Inc., Attn: Domain Money Cash Account Program, 594 Broadway Suite 502, New York, NY 10012, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. (We will not charge you fee for each stop-payment order you give.)

(2) Notice of varying amounts. If these regular payments may vary in amount, we will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice 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.)

(3) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

4. Stopping One-Time Electronic Fund Transfers

You may cancel one-time Electronic Fund Transfers by calling our Customer Support at (760) 836-6246 or by writing to us at Domain Money, Inc., Attn: Domain Money Cash Account Program, 594 Broadway Suite 502, New York, NY 10012. We will stop the payment as long as we have a reasonable opportunity to do so. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. If you give us incorrect or insufficient information, we will not be liable for failing to stop payment on the item or authorization. If we honor such a stop payment request, we do so without any liability or responsibility to any party having any interest in the entry. The stop order will remain in effect until either you revoke it or the ACH is returned.

We may require you to provide us written confirmation of a verbal stop order request against an ACH within fourteen (14) calendar days. We will tell you about this requirement at the time of a verbal request and provide an address to which the written confirmation can be sent. If the written stop payment notification is not received within fourteen (14) days of a verbal stop order request, the payment in question may be honored as originally authorized. In such cases, we will not be liable if we do not refuse payment.

5. Confidentiality – Information We Collect About You

We will disclose information to third parties about your account or the transfers you make:

- a. where it is necessary for completing transfers, or
- b. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- c. in order to comply with government agency or court orders, or
- d. if you give us your written permission.

For additional details about how we treat information we have about you and your rights and choices, consult the Georgia Banking Company Privacy Notice and the Domain Money Privacy Policy.

6. Liability for Unauthorized Electronic Fund Transfers from Your Account

Tell us AT ONCE if you believe that your Credentials have been lost or stolen or if you believe that an Electronic Fund Transfer has been made without your permission using information from your Account. Telephoning 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 Credentials you can lose no more than \$50 if someone used your Credentials without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Credentials and we can prove we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Electronic Fund Transfers that you did not make, including those made by code or other means, tell us at once. If you do not tell us within sixty (60) days after the Account statement was sent or made available 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.

Please see Contact Information below in subsection VIII.8 for information on how to notify us about an unauthorized Electronic Fund Transfer.

Our Liability for Failure to Complete Electronic Fund Transfers

If we do not complete an Electronic Fund Transfer 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 or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the equipment or website was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as power failure, fire, or flood) prevent the transfer, despite reasonable precautions that we have taken.

7. In Case of Errors or Questions About Your Electronic Fund Transfers

Call or write to us at the number or address listed in the "Domain Money Contacts for Electronic Fund Transfers" section below as soon as you can, if you think your Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent or made available to you the FIRST Account statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us 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 use of 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, 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 that we used in our investigation.

8. Domain Money Contacts for Electronic Fund Transfers

If you need to reach Domain Money about your Account and/or in the event of an unauthorized transfer, reach out to support via the Domain Money app or support@domainmoney.com. As an alternative, you can use the following telephone number or address:

Customer Support: (760) 836-6246 — Business Days, 8:00 AM to 5:00 PM ET

Notices and General Mail: Domain Money, Inc., Attn: Domain Money Cash Account Program, 594 Broadway Suite 502, New York, NY 10012.

IX. DISPUTE RESOLUTION; AGREEMENT TO ARBITRATE; CLASS ACTION WAIVER

We have put this Arbitration Agreement in question and answer form to make it easier to understand. However, this Arbitration Agreement is legally binding on you and on Domain Money.

Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What is arbitration?	An alternative to a court case.	In arbitration, a neutral third party (a “ Neutral ”) resolves Claims in a hearing without a jury.
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 Agreement?	Yes, within 60 days.	If you do not want this Arbitration Agreement to apply, you must send us a signed notice within 60 calendar days after the date you become subject to this Arbitration Agreement. You must send the notice in writing to Domain Money, Inc., Attn: Domain Money Cash Account Program, 594 Broadway Suite 502 New York, NY 10012 or via email to support@domainmoney.com (or any subsequent address we provide to you) (the “ Notice Address ”). Provide your name, address and date. State that you “opt out” of the Arbitration Agreement.
What is this Arbitration Agreement about?	The parties' agreement to arbitrate Claims.	Unless prohibited by applicable law and unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any “ Claim ” (as defined below).
Who does the Arbitration Agreement cover?	You, us, and certain related parties.	This Arbitration Agreement governs you and us. Solely as used in this Arbitration Agreement, the words “we,” “us” and “our” mean: (1) Domain Money and Georgia Banking Company; (2) their parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of the companies referenced in items (1) and (2); and (4) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against any company or person referenced in items (1)-(3).

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What Claims does the Arbitration Agreement cover?	All Claims (except certain Claims about this Arbitration Agreement).	This Arbitration Agreement governs all “Claims” that would usually be decided in court and are between us and you. In this Arbitration Agreement, the word “Claims” has the broadest reasonable meaning. It includes contract and tort claims (including fraud and intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to the Terms, your Account, our relationship with you, or any claims concerning related account agreements, terms or authorizing documents, including but not limited to the E-SIGN consent, Georgia Banking Company’s Privacy Policy, Domain Money’s Privacy Policy, the Financial Planning Terms & Conditions , the Domain Money Terms of Use, the Domain Money Client Advisory Agreement, the Standing & Recurring Funds Transfer Agreement and the Domain Money Terms of Use and the Domain Money App. It includes claims related to any prior accounts, services or products. It includes claims related to marketing, privacy and customer information. It includes claims related to the validity in general of the Account. However, it does not include disputes about the validity, coverage or scope of this Arbitration Agreement or any part of this Arbitration Agreement. All such disputes are for a court and not the Neutral to decide.

Process. Arbitration Fees and Awards.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
Who administers the arbitration? What rules apply?	Usually, the AAA administers arbitrations under its rules.	Arbitrations will be conducted under this Arbitration Agreement. Except for some group arbitrations (“Group Arbitrations”) of common issues of law or fact (“Common Issues”) conducted without an arbitration administrator, as described below, arbitrations will also be subject to the rules of the arbitration administrator in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator (if any) will be either: (1) the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org ; or (2) any other company picked by agreement of the parties. If both of the above options are unavailable, a court will pick the administrator (if any). No arbitration brought on a class basis may be administered or conducted without our consent by any administrator or Neutral that would permit class or representative arbitration under this Arbitration Agreement. The Neutral will be selected under the rules of the administrator (if any). However, the Neutral must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree. We may waive any rights under this Arbitration Agreement, either on our own or at your request.
Can Claims be brought in court?	Sometimes.	Either party may bring a lawsuit if the other party does not demand arbitration. Also, either you or we may require that any individual Claim within the jurisdiction of a small claims court shall be resolved by such small claims court. However, either party may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
Are you giving up any rights?	Yes.	<p>For Claims subject to this Arbitration Agreement, you give up your right to:</p> <ol style="list-style-type: none"> 1. Have juries decide Claims. 2. Have courts, other than small-claims courts, decide Claims. 3. Serve as a private attorney general or in a representative capacity (provided that public injunction Claims may be litigated as provided under the caption “What happens if part of this Arbitration Agreement cannot be enforced?”). 4. Without our consent (and except for Group Arbitrations described below), join a Claim you have with a claim by other consumers. 5. Bring or be a class member in a class action or class arbitration. <p>We also agree to these limits.</p>
Can you or another consumer start class arbitration?	No.	<p>The Neutral is <u>not</u> allowed to handle any Claim on a class or representative basis. This Arbitration Agreement will be void if a court rules that the Neutral can decide a Claim on a class or representative basis and the court's ruling is not reversed on appeal.</p>
What happens if part of this Arbitration Agreement cannot be enforced?	It depends.	<p>If any portion of this Arbitration Agreement cannot be enforced, the rest of this Arbitration Agreement will continue to apply, except that:</p> <ol style="list-style-type: none"> (1) If a court rules that the Neutral can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Arbitration Agreement will be void; and (2) If you bring a Claim seeking public injunctive relief and a court determines that the restrictions in this Arbitration Agreement prohibiting the Neutral 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), 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 agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. <p>In no event will a Claim for class relief or public injunctive relief be arbitrated, either individually or in a Group Arbitration.</p>
In sum, what options do I have in order to assert Claims against you?	Subject to limited exceptions, most Claims are subject to arbitration.	<p>All Claims subject to this Arbitration Agreement must be decided in: (1) an individual arbitration; (2) a Group Arbitration of Common Issues; (3) a lawsuit if (and only if) the defendant does not demand arbitration; (4) an individual action in small-claims court; or (5) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided under the caption “What happens if part of this Arbitration Agreement cannot be enforced?”</p>
What law applies?	The Federal Arbitration Act (“FAA”).	<p>The Account, Terms and this Arbitration Agreement involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.</p>

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
Will anything I do make this Arbitration Agreement ineffective?	No.	This Arbitration Agreement stays in force even if you: close the Account and cancel the Terms or go into or through bankruptcy.
What must a party do before starting a lawsuit or arbitration?	Send a written Claim Notice and work to resolve the Claim.	Before starting a lawsuit or arbitration, the complaining party (the “ Claimant ”) must give the other party (the “ Respondent ”) written notice of the Claim (a “ Claim Notice ”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the requested relief. If you are the Claimant, you must send the Claim Notice in writing (and not electronically) to the Respondent, c/o Legal Department at the Notice Address. You or an attorney you have personally hired must sign the Claim Notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the Respondent a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
How does arbitration start?	Per the administrator’s rules.	If the parties do not reach an agreement to resolve a Claim within 30 days after notice of the Claim is received, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Arbitration Agreement. To start arbitration, the Claimant must follow the administrator’s rules. If a Claimant begins or threatens a lawsuit, the Respondent can demand arbitration. This demand can be made in court papers. It can be made if a Claimant begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes.	The Neutral may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim 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.
What about appeals?	Very limited.	Appeal rights under the FAA are very limited. Except for: (1) FAA appeal rights; (2) Claims involving more than \$50,000 (including Claims involving requests for injunctive relief that could cost more than \$50,000); and (3) Claims involving Common Issues resolved in a Group Arbitration, the Neutral’s award will be final and binding. For Claims involving more than \$50,000 and Claims involving Common Issues resolved in a Group Arbitration, any party (including a majority of the Claimants in a Group Arbitration) may appeal the award to a three-Neutral panel selected in accordance with this Arbitration Agreement, which will reconsider from the start anything in the initial award that is appealed. The panel’s decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral’s award.
Do arbitration awards affect other disputes?	No.	You and we agree that no arbitration involving you will have any effect on issues or claims in a dispute we have with anyone who is not a party to such arbitration (including the parties in a Group Arbitration that does not involve you), nor will an arbitration award in disputes that do not involve you have any impact in an individual arbitration or Group Arbitration involving you.
Who bears arbitration fees?	Usually, we do.	Except for Group Arbitrations, we will agree to pay all filing, administrative, hearing and Neutral fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay these amounts if required under applicable law or the administrator’s rules or if payment is required to enforce this Arbitration Agreement.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
When will we cover your legal fees and costs?	Usually, if you win.	If you win an arbitration you initiate (meaning you recover more than we offered before the arbitration), we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will always pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Agreement. The Neutral shall not limit his or her award of these amounts because your Claim is for a small amount. Despite the foregoing, unless required by law or to enforce this Arbitration Agreement, the Neutral is not required to award any fees and costs for your attorneys, experts and witnesses that are incurred by you with respect to a Claim after the time we make a written offer to resolve such Claim for relief in excess of the relief ultimately awarded by the Neutral.
Will you ever owe us for arbitration or attorneys' fees?	Generally, only for bad faith or breaches of this Arbitration Agreement.	The Neutral can require you to pay our fees if: (1) the Neutral 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 Agreement invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be responsible for some or all of our legal fees resulting from a bad faith breach of this Arbitration Agreement, if a court or arbitrator determines that assessing such fees to be warranted under the circumstances and the power to assess such fees does not make this Arbitration Agreement invalid.
Can a failure to resolve a Claim informally result in a larger recovery for you?	Yes, except in Group Arbitrations.	Except for Claims resolved in or after a Group Arbitration, you are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Arbitration Agreement (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the Neutral awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to any attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Arbitration Agreement. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.
Can an award be explained?	Yes.	A party may request details from the Neutral, within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.
Can you arbitrate or can we require arbitration of Common Issues in a Group Arbitration?	Sometimes.	<p>It is possible that many Claimants will pursue or threaten Claims against us involving Common Issues. Depending upon the circumstances, this may make individual arbitrations impractical or unduly costly. The Group Arbitration provisions of this Arbitration Agreement are designed to address this problem.</p> <p>Any group of 50-250 Claimants who have given Claim Notices that involve Common Issues and are not already participating in individual arbitrations under this Arbitration Agreement may form a "Qualifying Group" to participate jointly in a Group Arbitration, provided that no Claimant who is already a member of a Qualifying Group may join a different Qualifying Group. Also, we may form a Qualifying Group of 50-250 such Claimants, provided that no Claimant who is already a member of a Qualifying Group may be included in a different Qualifying Group. The Qualifying Group for a Group Arbitration shall be deemed to be formed upon delivery of notice from such Qualifying Group to us or from us to the members of such Qualifying Group or their counsel (a "Group Arbitration Notice"). All rights and duties of a Qualifying Group under this Arbitration Agreement will be exercised or performed by a majority of the members of the Qualifying Group (a "Group Majority") or a Qualifying Group representative appointed by a Group Majority (a "Group Agent").</p>

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
		<p>In the event a new Claimant asserts a Claim that involves a Common Issue that is being addressed in an existing Group Arbitration, either we, a Group Majority or a Group Agent may require the new Claimant to participate in the existing Group Arbitration, so long as the Claimants in such Group Arbitration will remain a Qualifying Group.</p> <p>Different Qualifying Groups may bring separate Group Arbitrations to resolve the same or different Common Issues (for example, if there are more than 250 Claimants with Common Issues) but no Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. A different Neutral must be appointed for each Group Arbitration, and no single Neutral may hear more than one Group Arbitration of the same Common Issues. Claims on a class basis or Claims for public injunctions may not be heard or decided in Group Arbitrations.</p> <p>Upon formation of a Qualifying Group, all Common Issues affecting such Qualifying Group shall be resolved by Group Arbitration under this Arbitration Agreement. Before commencement of a Group Arbitration for such Qualifying Group, the AAA shall be consulted about the fees and charges (or fee schedule) it will impose for such Group Arbitration, including Neutral charges. For 15 days after receiving final fee and charge information from the AAA, either we or the Qualifying Group may elect for the Group Arbitration to be conducted without assistance of the AAA, in accordance with the provisions set forth under the caption "What happens if a party wishes a Group Arbitration to be conducted without an administrator?"</p>
Who bears arbitration costs in Group Arbitrations?	Usually, arbitration costs will be shared 50/50 by us and the Qualified Group.	In a Group Arbitration, fees and charges of the arbitration administrator (if any) and Neutral will normally be shared 50/50 by us and the Qualified Group. However, we will bear some or all of the Qualifying Group's share of such fees and charges to the extent: (1) required by law; (2) required to enforce this Arbitration Agreement; and/or (3) awarded by the Neutral in the Neutral's discretion.
What happens if you are a Claimant in a Qualifying Group but have a Claim that cannot be resolved in a Group Arbitration?	The Claim can be resolved in a lawsuit or an arbitration under this Arbitration Agreement.	After a Group Arbitration, any Claim that cannot be resolved in the Group Arbitration will be subject to this Arbitration Agreement. Before initiating a lawsuit or arbitration with respect to such Claim, the Claimant must give the Respondent a new Claim Notice and right to resolve such Claim, as described under the caption "What must a party do before starting a lawsuit or arbitration?"
What happens if a party wishes a Group Arbitration to be conducted without an administrator?	Special rules will apply.	<p>If either we or a Qualifying Group give timely notice of a desire for the Group Arbitration to be conducted without AAA, we and the Qualifying Group shall try to agree upon a Neutral to conduct the Group Arbitration. If we and the Qualifying Group do not reach agreement upon a Neutral within 30 days after the date of the notice referenced above, we or a Group Majority may petition a court with jurisdiction for appointment of a Neutral. The court shall give due regard to the qualifications of the Neutral and the fees charged by the Neutral. Neutral fees exceeding the Neutral fees paid by the AAA in its consumer arbitrations are disfavored. A court-appointed Neutral must be a lawyer with at least ten years of experience or a retired federal or state judge unless we and the Qualifying Group otherwise agree.</p> <p>Once a Neutral has been selected and retained, such Neutral will commence and conduct the Group Arbitration in accordance with this Arbitration Agreement and, to the extent not inconsistent with this Arbitration Agreement: (a) Rules R-2, R-7 through R-9, R-14 and R-18 through R-54 of the AAA's Consumer Arbitration Rules, Amended and Effective September 1, 2014 (even if subsequently revised), <i>available online</i> at adr.org/consumer or available from us</p>

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
		<p>(the “Governing Rules”); and (b) such additional procedures as the Neutral shall adopt. However:</p> <ul style="list-style-type: none"> (i) The AAA shall have no role in the arbitration and no filings with or notices to the AAA shall be required. Such filings will be made with the Neutral or not at all, as the circumstances shall dictate. (ii) Subject to subsection (i), any reference to the AAA in the Governing Rules shall be deemed to refer instead to the Neutral or, if a function delegated to the AAA under the Governing Rules cannot reasonably be performed by the Neutral, whether by virtue of a conflict of interest or otherwise, by a court with jurisdiction. Any objection to the Neutral under R-19 shall be decided by a court with jurisdiction. (iii) No administrative fees under R-4 shall be payable. (iv) Despite R-29, an in-person or telephonic hearing shall be held upon agreement of the parties or for good cause shown. (v) Despite R-33, the Neutral may allow the filing of a dispositive motion without prejudging the likelihood of success. (vi) Despite R-40 and R-42, the Neutral may extend the applicable time limits in unusual and extreme circumstances. (vii) R-43(c) shall not apply. <p>The Costs of Arbitration and fee sections of the Governing Rules shall not apply, provided that the Arbitrator Compensation terms shall be used as guidelines.</p>