

# WebBank

## Early Access Test Deposit Account Terms and Conditions

### Early Access Test Disclosure

YOU ARE OPENING THIS DEPOSIT ACCOUNT AS PART OF THE DOMAIN MONEY EARLY ACCESS PROGRAM. YOU UNDERSTAND AND AGREE THAT THIS DEPOSIT ACCOUNT IS BEING OPENED FOR LIMITED TESTING PURPOSES AND FOR A LIMITED PERIOD OF TIME. YOU FURTHER UNDERSTAND AND AGREE THAT THIS DEPOSIT ACCOUNT CAN BE CLOSED AT WILL BY WEBBANK AND THAT WEBBANK INTENDS TO CLOSE THIS ACCOUNT NO LATER THAN August 31, 2023.

### 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

##### **Welcome to your Domain Money Cash Account!**

This Terms and Conditions document, also known as your WebBank Test Deposit Account Terms and Conditions ("Terms"), contains the disclosures and terms governing your Domain Money-branded deposit account (referred to as the "Domain Money Cash Account" or "Account") held at WebBank, a Utah-chartered industrial bank with its main office located in Salt Lake City, Utah ("WebBank" or the "Bank"), a member of the Federal Deposit Insurance Corporation ("FDIC").

The Account and banking services are provided to you by WebBank. Domain Money, Inc. ("Domain Money") administers your 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 WebBank concerning your Account. WebBank 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 Utah Department of Financial Institutions.

The Account is governed by these Terms and the related account agreements, terms or authorizing documents. The Account is accessed through the Domain Money mobile 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  
167 Madison Avenue, Suite 205  
New York, NY 10016

Via Email: [Support@domainmoney.com](mailto: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 citizens and permanent residents of 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). 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); (ii) you are a U.S. citizen or permanent resident of one of the fifty (50) states of the U.S. or the District of Columbia; (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 in our sole discretion. We may also limit the number of Accounts that you have in our sole discretion. We do not currently allow for joint ownership of Accounts, so only one person can be the Account Owner.

### **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. 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 you wish when opening the Account up to the limit below; however, the Account will remain in a new account status until thirty (30) days after the Account has received its first posted deposit.

#### **2. Maximum Deposit Limitation**

The maximum balance for the Account at any time is \$10,000. You may not deposit any amount that causes the balance of your Account to exceed \$10,000. The Bank further reserves the right to establish a different maximum balance for its customers generally or for any individual customer, in its sole discretion.

#### **3. Interest**

The interest rate on your account is 5.0% with an annual percentage yield of 5.0%. You will be paid this rate until the earlier of (i) June 30, 2023, or (ii) the date your account is closed.

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 unaccrued interest. Interest accrues daily.

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Interest begins to accrue on the business day you make a deposit.

#### **4. Transaction Limitations**

There are maximum withdrawal and deposit limitations of \$10,000 per ACH Transfer that apply to the Account, subject to maximum account size limits in Section III.2. Maximum Deposit Limitation.

#### **5. 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.

### **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 or 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 through the Domain Money App (subject to certain transfer limits). We 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. 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.

Requests for withdrawals to be made using the Domain Money App for (i) an ACH Transfer; or (ii) and an internal transfer between Accounts 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 your Account at the Bank; (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. You may link up to three (3) external accounts to your Account at the Bank.
- b. **How to Link**—You may link an 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 cancelled 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. 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. 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. 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. 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 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](http://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](http://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, 167 Madison Ave, Suite 205, #1003, New York, NY 10016. 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 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 Action**

In the event we are served with levies, attachments, garnishments, summons, subpoenas, court orders or other documents evidencing legal action ("legal process") that names you or related Account, we shall be entitled to rely upon the representations, warranties, and statements made in such legal process documents. You agree that we may respond to any such legal process in our own discretion without regard to jurisdiction. We will not contest on your behalf any legal action and may take action to comply with the legal process as we determine to be appropriate in the circumstances. If legal action is brought against you or your Account, we may refuse to permit or limit withdrawals from your Account until the legal action is satisfied or dismissed. Unless required by law, we may not send notice to you of our receipt of any of these notices of legal action. We do not send a notice if we believe the law prohibits us from doing so. Regardless of the terms of any levies, attachments, or garnishments, we have first claim to any funds in your Account. Any levy, attachment, or garnishment against your Account is subject to our right of set-off. If the law imposes conditions or limits on our ability to take or set off funds in your Accounts, to the extent that you may do so by contract, you waive those conditions and limits, and you authorize us to apply funds as we deem applicable.

#### **8. Service Charges and Fees**

Our fee schedule below describes the fees associated with our 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. 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>
Annual fee	\$0.00
Monthly maintenance fee	\$0.00
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
* 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.	

## **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 WebBank Privacy Notice or the Domain Money Privacy Policy. For details about how we treat information we have about you, consult the WebBank 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. 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 is 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 Utah, or any rule or regulation of the State of Utah 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 Utah (to the extent that Utah law is not preempted by federal law). Federal and Utah law shall be applied without giving effect to principles of conflicts of law.

To the extent any dispute arising under these Terms or relating in any way to your Account or your relationship with the Bank is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by, the Third Judicial District Court, Salt Lake City, State of Utah, or the United States District Court for the District of Utah located in Salt Lake City, Utah.

## **VII. FUNDS AVAILABILITY**

This section VII. describes WebBank's "Funds Availability Policy."

### **1. Delayed Availability**

We may delay the availability of funds from certain types of deposits for all Accounts. There are exceptions to funds availability that may apply in certain circumstances and special rules that apply to a customer who opened their account within 30 days ("New Customer"). During the delay, you may not withdraw funds and may not use the funds.

### **2. Day of Deposit**

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 after 5:00 PM ET or on a non-Business Day, we will consider that the deposit was made on the next Business Day.

### **3. Availability of ACH Transfer Deposits:**

- a. Funds from ACH Transfers that you initiate through another bank 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.
- b. Funds from ACH Transfers that you initiate through the Bank from a linked external account will generally be available on the sixth Business Day after the Business Day on which the ACH Transfer is received by us.

### **5. Availability of Internal Transfers Between Accounts at the Bank**

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

### **6. 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 "I.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 the Domain Money App.

### **3. Notice of Varying Amounts in Electronic Fund Transfers**

If you have recurring Electronic Fund Transfers made to your Account at least once every sixty (60) days from the same person or entity set up through another bank or third party and the amounts may vary, the person initiating such transfer is responsible to tell you, ten (10) days before each transfer, when it will be made and how much it will be. In addition, you can call the Customer Support department at (760) 836-6246 between 8:00 AM to 5:00 PM ET or access the Domain Money App to find out whether or not a recurring deposit has been made.

### **4. Stopping Electronic Fund Transfers:**

- a. If you schedule a future one-time Electronic Fund Transfer or a pre-authorized or recurring Electronic Fund Transfer (not a same-day transfer) through the Bank through the Domain Money App, you may cancel the transfer by calling our Customer Support at (760) 836-6246 no later than three (3) Business Days before the transfer was scheduled. Written requests must be sent to Domain Money, Inc., Attn: Domain Money Cash Account Program, 167 Madison Ave, Suite 205, #1003, New York, NY 10016. If you call to make a request to stop payment, written confirmation may be required. If written confirmation is required, it must be received within fourteen (14) days after you call. If you order us to stop a payment three (3) Business Days or more before the transfer is scheduled and we do not do so, we will be liable for the losses or damages.
- b. If you have scheduled a one-time Electronic Fund Transfer or a pre-authorized or recurring Electronic Fund Transfer through an external bank or with a third party, we will honor a request from you to stop the transfer if we receive the request at least three (3) Business Days before the scheduled date of the Electronic Fund Transfer. You may request to stop the transfer by calling our Customer Support at (760) 836-6246 or sending us a written request to Domain Money, Inc., Attn: Domain Money Cash Account Program, 167 Madison Ave, Suite 205, #1003, New York, NY 10016.

### **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, or
- c. in order to comply with government agency or court orders, or
- d. as explained in the WebBank Privacy Notice and the Domain Money Privacy Policy.

For details about how we treat information we have about you and your rights and choices, consult the WebBank 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 that an Electronic Fund Transfer has been made from your Account without your permission. Contacting us by telephone is the best way to minimize your possible losses. If you tell us within two (2) Business Days after you learn that your Credentials have been lost or stolen or of the unauthorized transfer of funds, your liability will be 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 that your Credentials have been lost or stolen or that an unauthorized transfer of funds has occurred, and we can prove that we could have stopped the unauthorized transfer if you told us, you could lose as much as \$500.

If your statement shows Electronic Fund Transfers that you did not make, you need to notify us at once. If you do not notify us within sixty (60) days after the Account statement was sent or made available to you, you may not get back the 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 notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying 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 these Terms, 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 sufficient available funds in your Account to make the transfer;
- If you have met or exceeded applicable withdrawal limits during the monthly statement period for your Account;
- If you did not provide us with the correct information to make the transfer;
- If there was an equipment or website malfunction of which you were aware before you sent us the instruction;
- If circumstances beyond our control (such as power failure, fire, or flood) prevent the transfer from occurring, despite reasonable precautions we have taken; or
- If your Account has been closed.

There may also be other exceptions not specifically mentioned in these Terms or that are stated elsewhere in these Terms that may apply.

## **7. Error Resolution or Questions Regarding 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. You must:

- Tell us your name and Account number;
- Describe the error or 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; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your question or complaint to us 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 within one (1) Business Day after determining that an error occurred. If we need more time, however, we may take up to forty-five (45) days to investigate your question or complaint. If we need additional time to investigate, we will provide a provisional credit to 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 question or complaint in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

For errors involving New Customers, we may take up to ninety (90) days to investigate your complaint or question. For New Customers, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error. We will notify you of the results within three (3) Business Days after we complete our investigation. If we determine that there was no error, we will send you a written explanation and may reverse any credit provided. 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, 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, 167 Madison Ave, Suite 205, #1003, New York, NY 10016.

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

Many concerns can be resolved by calling Domain Money at (760) 836-6246 — Business Days, 8:00 AM to 5:00 PM ET or writing Domain Money at Domain Money, Inc., Attn: Domain Money Cash Account Program, 167 Madison Ave, Suite 205, #1003, New York, NY 10016. If a dispute cannot be resolved informally, this section IX explains how claims (whether by you against us, or by us against you) will be resolved.

## **1. Definitions**

For purposes of this section IX, "Claim" means any current or future claim, dispute or controversy relating in any way to these Terms or your Accounts, except for the validity, enforceability or scope of the arbitration provision set forth in subsection IX.4. below. "Claim" includes: (i) initial claims, counterclaims, cross claims and third-party claims; (ii) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (iii) claims by or against any third party using, providing, or facilitating any product, service or benefit in connection with these Terms or your Accounts; and (iv) claims that arise from or relate to (A) these Terms, (B) your Accounts, (C) advertisements, promotions, or statements related to these Terms or your Accounts, (D) your application to open an Account, or (E) consumer reporting or inquiries related to your Account.

## **2. Claim Notices**

Before beginning a lawsuit, mediation or arbitration, you and we agree to send a notice (a "Claim Notice") to each party against whom a Claim is asserted. The Claim Notice will give you and us a chance to resolve our dispute informally or in mediation. The Claim Notice must describe the Claim and state the specific relief demanded. Notice to you may be sent to your current mailing address or email address on file with the Bank. You must provide your name, address and phone number in your Claim Notice. Your Claim Notice must be sent to Domain Money, Inc., Attn: Domain Money Cash Account Program, 167 Madison Ave, Suite 205, #1003, New York, NY 10016.

## **3. Mediation**

In mediation, a neutral mediator helps parties resolve a Claim. The mediator does not decide the Claim but helps parties reach agreement. Before beginning mediation, you or we must first send a Claim Notice. Within thirty (30) days after sending or receiving a Claim Notice, you or we may submit the Claim to JAMS (1-800-352-5267, jamsadr.com) or AAA (1-800-778-7879, adr.org) for mediation. We will pay the fees of the mediator. All mediation-related communications are confidential, inadmissible in court and not subject to discovery. All applicable statutes of limitation will be tolled until termination of the mediation. Either you or we may terminate the mediation at any time. The submission or failure to submit a Claim to mediation will not affect your or our right to elect arbitration.

## **4. Arbitration**

- a. You or we may elect to resolve any Claim by individual binding arbitration. This election may be made by the party asserting the Claim or the party defending the Claim. Claims will be decided by one neutral arbitrator who will be a retired judicial officer or an attorney with at least ten (10) years of experience; however, if we both agree, we may select another person with different qualifications.
- b. IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO THAT CLAIM. ARBITRATION PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT, AND DISCOVERY IS MORE LIMITED. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.
- c. Before beginning arbitration, you or we must first send a Claim Notice. The party electing arbitration must choose to arbitrate before either JAMS or AAA. However, if we choose one of those two organizations, you may choose the other organization instead if you inform us of that choice within thirty (30) days after we elect arbitration and your choice will be binding.
- d. Claims will be resolved pursuant to this section IX and the selected organization's rules in effect when the Claim is filed, except where those rules conflict with this section IX. If the rules conflict, these Terms will apply. Contact JAMS or

AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization, if you and we agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA").

- e. We will not elect arbitration for any Claim you file in small claims court, so long as the Claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any Claim at any time unless it has been filed in court and trial has begun or unless final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this arbitration provision, including the right to arbitrate a Claim, without waiving the right to exercise or enforce those rights.
- f. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the limitations of this section IX, the arbitrator may award any relief available in court. Any award of punitive damages will be subject to the same limitations as an award of punitive damages in court. The arbitration will be confidential, but you may notify any government authority of your Claim. Judgment upon any arbitration award may be entered in any court having jurisdiction. Arbitration hearings will take place in Salt Lake City, Utah or, upon your request, in the federal judicial district where you reside.
- g. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had litigated in court. We will be responsible for any additional arbitration fees. We will consider in good faith making a temporary advance of your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause, if you ask us in writing to do so.

## **5. Arbitration Opt-Out; Your Right to Reject Arbitration**

YOU MAY REJECT THIS ARBITRATION PROVISION BY CALLING Domain Money Domain Money at (760) 836-6246 — Business Days, 8:00 AM to 5:00 PM ET or writing Domain Money at Domain Money, Inc., Attn: Domain Money Cash Account Program, 167 Madison Ave, Suite 205, #1003, New York, NY 10016 AND STATING THE FOLLOWING IN YOUR NOTICE: (I) YOUR NAME, (II) YOUR ADDRESS, (III) YOUR PHONE NUMBER, AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT ARBITRATION UNDER SUBSECTION IX.5. OF THESE TERMS (A "REJECTION NOTICE"). YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN NINETY (90) DAYS AFTER THE OPENING OF YOUR ACCOUNT. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THE ARBITRATION PROVISION IN SUBSECTION IX.4. WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS SECTION IX OR THESE TERMS.

## **6. Class Action Waiver and Other Limitations on Arbitration**

IF EITHER PARTY ELECTS TO RESOLVE A CLAIM BY ARBITRATION, THAT CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, IN A PURPORTED REPRESENTATIVE CAPACITY OR ON BEHALF OF THE GENERAL PUBLIC, OTHER ACCOUNT OWNERS OR OTHER PERSONS. The arbitrator's authority is limited to Claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. Any arbitration award shall be confidential, and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Despite any other provision and without waiving the right to appeal such decision, if any portion of this subsection IX.6. is deemed invalid or unenforceable, then the entire arbitration provision set forth in this section IX will not apply.

## **7. Survival and Severability of Dispute Resolution Provision**

This section IX will survive the closing of your Account and the termination of any relationship between us, termination of these Terms, any legal proceeding relating to your Accounts, any bankruptcy (as applicable) or receivership and any sale or assumption of these Terms, your Account or any and all rights thereunder. In the case of a sale or assumption of these Terms, your Account or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this section IX. If any portion of this section IX is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this section IX or of these Terms (except as set forth in subsection IX.6.).

