



Level Bank Account Agreement

IMPORTANT

Check withdrawals are not permitted on this account. Please see the "About Your Account" section below for more information.

THE LAST SECTION OF THIS AGREEMENT IS AN ARBITRATION AND CLASS ACTION WAIVER CLAUSE. IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN ANY CLASS PROCEEDING SUBJECT TO ARBITRATION.

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Level Bank Account Agreement

Thank you for opening a Level Bank Account ("Account") with Evolve Bank & Trust (the "Bank", "we", "us" or "our") through the Bank's arrangement with Zero Financial, Inc. ("Zero"), d/b/a Level.

This Level Bank Account Agreement ("Agreement") governs your Account and explains the rights and responsibilities you have as the Account owner. You agree to all of the terms and conditions set forth in this Agreement.

Please read the entire Agreement carefully and retain a copy in electronic and/or paper form for your records. You can also access the most updated version of this Agreement applicable to your Account through the Level mobile application ("Level app").

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Communication

You must give us prompt written notice, by mail or by email, of any changes in your name, physical address, email address or telephone number. You must follow any instructions we post in the Level app or website at <https://levelbank.com> for communicating with us. Alternatively, you may email us at support@levelbank.com ("Our Email Notice Address") or write to us at [1220 Oakland Blvd., Suite 350, Walnut Creek, CA 94596](https://www.levelbank.com/branches) ("Our Regular Notice Address").

About Your Account

Your Account is a demand deposit interest-bearing account and not a credit product. It is not a traditional checking account because it does not permit checks to be drawn against the Account. It can be used to initiate and receive only those transactions described below under the heading "[Permitted Use Of Account](#)." The funds on deposit in your Account are held with us on your behalf, and are insured by the Federal Deposit Insurance Corporation ("FDIC"), subject to applicable limitations and restrictions of such insurance. The FDIC website at www.fdic.gov allows you to determine the amount of your deposits which are insured. For more information please contact the FDIC directly at 1-877-ASKFDIC ((877) 275-3342). **ACCOUNT SERVICES ARE NOT AVAILABLE AT BANK RETAIL LOCATIONS. SHOULD YOU ATTEMPT TO MAKE A DEPOSIT OR WITHDRAWAL AT A BANK LOCATION, YOU WILL BE DIRECTED TO CONTACT OUR CUSTOMER SUPPORT at (877) 735-3835.**

Check Withdrawals Not Permitted

We will not issue checks to you in connection with this Account and you agree not to order checks from any third party to use in connection with the Account. If a check is presented to us for payment from the Account, we will not pay the check. Instead, we will return any such check unpaid, even if you have sufficient funds in your Account to cover the amount of the check. You may be charged fees by the person to whom you gave the check when we return it unpaid.

In addition, do not give your Account or bank routing number to any merchant or other person to pay for goods or services unless you are certain that the person to whom you give the information will process the transaction as an Automated Clearing House ("ACH") debit or similar transaction and not as a check. ACH transactions that can be processed through your Account are sometimes called "electronic fund transfers" or "electronic debits". Any transaction that a merchant or other person processes as a check will not be paid. Check transactions that cannot be processed through your Account are sometimes called "remotely-created check" or "remotely-created payment order" transactions. Again, you may be charged fees by the payee when any such check transaction is returned unpaid.

If your employer asks for a voided check from the Account to set up direct deposit of your salary into the Account, you can instead provide the Account and Bank routing numbers associated with your Account. This information can be found in the Level app and should enable your employer to establish direct deposit to the Account.

Permitted Use of Account

You may use the Account only for personal, family or household purposes and not for any business purpose. You may not use the Account in connection with any gambling or illegal activity. You agree to comply with all applicable laws and regulations that in any way impact use of the Account.

You may use the Account to make the following kinds of **withdrawals and transactions**:

- (1) Authorizing third parties (e.g., your landlord or mobile phone service provider) to originate ACH transactions that debit Account funds;
- (2) If you have a Level Debit Card, you can make point of sale (POS) purchases (including "cash back" transactions where a merchant gives you cash from your Account in connection with a purchase);
- (3) Once our wire transfer capability is operational, authorizing a wire transfer of Account funds to credit another account you own or to send Account funds to a third party; and
- (4) Once our bill payment feature is operational, paying bills or third parties with Account funds.

You may also make the following kinds of **deposits** to the Account:

- (1) Authorizing third parties to originate ACH transactions that credit the Account, including authorizing your employer to directly deposit your salary into the Account;
- (2) Once our wire transfer capability is operational, authorizing a wire transfer of funds from another account you own to this Account or receiving a wire transfer from a third party that credits this Account;
- (3) Once our ATM functionality is operational, using an ATM that is part of an approved network of ATMs and also has deposit capabilities to deposit a paper check made payable to you, together with Account crediting instructions; and
- (4) Once the remote deposit capture functionality is operational, using the Level app to take a picture with your mobile phone of a check made payable to you that you want to deposit into the Account. You agree not to redeposit, as a paper check or otherwise, any check that you have previously deposited through any remote deposit capture service. Limitations on your use of our remote deposit capture service are described below in the section of this Agreement entitled, "[Transaction Limitations](#)."

You may also transfer funds between this Account and any other Level or Zero Account(s) you may hold.

We will not process or honor any withdrawal from or deposit to the Account that is attempted by any method not specifically permitted above. We do not have branch offices at which you may make in-person deposits or withdrawals through tellers or through any other Bank employees. And, in no event should you ever send a deposit to us through the mail.

Additional Information Regarding ACH Transactions and Wire Transfers — Any wires you initiate or receive are subject to Article 4A of Tennessee's Uniform Commercial Code. If you originate a funds transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Article 4A and any and all network rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code, as amended. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to the Account by wire, we are not required to give you any notice of the payment order or credit.

Interest Rate and Annual Percentage Yield

The current Interest Rate and Annual Percentage Yield (APY) can be found at <https://levelbank.com>. The Interest Rate and Annual Percentage Yield is subject to change at anytime after your Account is opened without notice. No minimum balance required to open an account. Your Account balance must be at least \$0.01 to earn interest. If you have any questions, please contact Customer Support at (877) 735-3835 or email us at support@levelbank.com.

How Interest is Calculated

Your Account balance must be at least \$0.01 to earn interest. The daily balance method is used to calculate the interest on your Account. This method applies a daily periodic rate to the daily collected balance in your Account each day. Interest on deposits begins to accrue no later than the business day on which we receive credit for the deposit and interest is accrued each day for the collected balance. The collected balance is the available balance in your Account as determined by our [Deposit and Funds Availability Policy](#). We reserve the right not to pay interest on any deposited item that is returned to us as unpaid. Accrued interest is credited to the balance in the Account on the last day of each statement cycle. Accrued interest that is credited to the balance in the Account begins to earn interest no later than the next business day and compounds monthly with each statement cycle. If you or we close your Account or convert your Account to a non-interest bearing account before the date interest, if any, is credited, you will not receive the accrued interest.

Backup Withholding

By submitting an application for an Account, you certify under penalty of perjury that:

- (1) the Social Security Number you provided is correct; and
- (2) you are not subject to backup withholding because:
 - you are exempt from backup withholding; or
 - you have not been notified by the IRS that you are subject to backup withholding; and
 - you are a U.S. Citizen or other U.S. person.

No Minimum Balance Requirements

There are no minimum balance requirements, either to open the Account or to avoid the imposition of fees.

Transaction Limitations

Depositing Checks

[Currently, we do not offer a way for you to deposit check\(s\) to your Account.](#)

When the remote deposit capture feature becomes operational in the Level app, you may deposit no more than **6** checks per monthly statement period and the total of all such checks deposited each statement period through the service may not exceed **\$10,000**. You may also not deposit a check by any means that is dated more than six (6) months from the date of deposit. If you attempt to deposit a check that would exceed any of these limitations, we may refuse to process the deposit.

ACH Debits and Credits

ACH debits and credits transactions are subject to Level's ACH transaction limits which prescribes per transaction, daily, and monthly transactional limits. You can find more information about the ACH transaction limits by contacting Customer Support at (877) 735-3835. Otherwise, there are no limitations on the number or dollar amount of withdrawals you may make from or deposits you may make to the Account.

Level Debit Card Limits

Total Level Debit Card purchases (including cash back amounts), whether using your PIN or not, are limited to **\$500** per day and **\$5,000** per month. ATM withdrawals using your Level Debit Card are limited to **\$300** per day and **\$500** for Accounts with Premium memberships (see Premium Membership Benefits section). Please note that there may be transaction limits by the ATM owner. Your Level Debit Card transaction limits may be increased based on positive factors on your account (e.g., successful transfer activity).

Overdrafts Not Permitted

You understand that you are not permitted to overdraw your Account balance. You agree not to attempt any such overdraft and understand that we generally will not pay overdrafts. Nevertheless, your Account may on occasion become overdrawn, including, for example, in circumstances in which we gave you credit for a deposit that was later reversed because we could not collect the funds represented by the deposit. The fact that your Account may become overdrawn on one (1) or more occasions does not obligate us to permit an overdraft on the Account on any later occasion. We may close your Account if it reflects what we consider to be anything more than nominal overdraft activity.

We will not charge you any non-sufficient funds fees in connection with withdrawals or attempted withdrawals from the Account that result (or would have resulted, if paid) in an overdraft.

Your Responsibility for Payment Charges and Overdrafts

You agree to pay any charges for additional services you request that are not covered by this Agreement. We will advise you of the amounts of such charges at the time you request the additional services. You agree to be liable for any Account deficit or shortage resulting from overdrafts, whether caused by you or by another person to whom you give Account access. You must satisfy this liability immediately and may not defer its payment. We may deduct any deficit or shortage amount directly from the Account balance (or from the balance in another Level account of yours) whenever sufficient funds are available. This includes costs we incur to collect any Account deficit, including, to the extent permitted by law, our reasonable attorneys' fees.

Your Account Balance

Please keep a careful record of all withdrawals from and deposits to your Account. Note that any Account balance we show for you at any particular time may not reflect all of your deposits or withdrawals because we may not have received them all for processing at the time the balance is displayed. In addition, your deposits may not yet have been made available for withdrawal under our [Deposit and Funds Availability Policy](#) set forth below.

Your Level Debit Card

We will issue you a virtual Level Debit Card to be used with your Account. If you want a physical Level Debit Card mailed to you, you must request for it in the Level app. Your selected PIN is confidential and should not be disclosed to others or recorded on your Level Debit Card. You are responsible for safekeeping your PIN and agree not to disclose or otherwise make your PIN available to anyone. If you do not wish to use your Level Debit Card, you should inform us by calling Customer Support at (877) 735-3835 and then destroying your Level Debit Card.

These terms apply to your virtual and physical Level Debit Card. Your Level Debit Card is a debit card. You can't use your Level Debit Card at an ATM to transfer money between your Account(s) and any other Level Bank Account or Zero account(s). By using your Level Debit Card, you authorize us and/or our agents to debit your Account. We reserve the right to refuse to make any transfer for security, credit, legal, regulatory, or other reasons, as we determine in our sole discretion. You are responsible for all transactions you authorize using the Level Debit Card, including any losses, charges, or penalties incurred as a result.

We don't charge you for using your Level Debit Card at ATMs, but the owners of an ATM may charge you for using their ATM (ATM operator fee). If there is such a charge, you should be told how much it is before you complete the withdrawal. If

you then decide to withdraw the money, the amount of the withdrawal, plus the charge, will be deducted from your Account at the time of the transaction. The charge will be included as part of the amount of the total withdrawal on your monthly Account statement. We may reimburse you the ATM operator fee up to three (3) times (or up to five (5) for Premium membership) per calendar month and up to \$4 per reimbursement.

If your Account is closed or your card privileges are canceled, you agree to stop using the Level Debit Card and destroy it.

Transactions made with your Level Debit Card in foreign currencies and transactions that are classified by Visa® as "foreign transactions" (generally, transactions that are processed outside the United States) are called "foreign transactions." If a foreign transaction is in a foreign currency, it will be posted to your Account in U.S. dollars. The exchange rate between the foreign currency and U.S. dollars is a rate selected by Visa®.

Level Debit Card Rewards Program

We will automatically enroll you in the Level Debit Card Rewards Program ("Rewards Program") once your virtual or physical Level Debit Card is issued and activated in the Level app. You must have an open and active Account to earn Rewards. You are eligible to earn **1.0%** unlimited cash back on all Qualified Purchases on your Level Debit Card with Qualifying Direct Deposit in your Account every 31 days. We do not have a per transaction, monthly or yearly earnings cap on your Qualified Purchases. The Rewards Program may change at any time without prior notice.

Posting of Rewards: Once Rewards become available for redemption, you may arrange to have them applied as a credit to your Account at any time through the Level app.

Adjustment to Rewards for Returns and Reversals: If a Level Debit Card purchase transaction that we initially characterized as a Qualified Purchase is returned or otherwise reversed, we will subtract the Rewards amount for such purchase from your Unredeemed Rewards balance to account for such return or reversal. Adjustments we make to your Unredeemed Rewards balance in these cases may result in you having a negative Unredeemed Rewards balance.

Forfeiture Upon Violating Agreement: In the event that you, as determined by us in our sole discretion, (1) engage in Manufactured Spend transactions or otherwise misuse, abuse or game the Rewards Program; or (2) otherwise violate the terms of this Agreement, you will forfeit any Unredeemed Rewards that you have earned and any Rewards that you would have been eligible to earn had the event not occurred. Also, in such event, you will become ineligible to earn further Rewards until further notice from us.

The value of Rewards may constitute taxable income to you. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) to you that reflects the value of such Rewards. Please consult your tax adviser for advice on the tax implications of Rewards earned.

Rewards That Go Unredeemed for a Prolonged Period: Subject to applicable law, you agree to forfeit any Rewards that go unredeemed for more than three (3) years.

Changes to this Agreement or Termination of Rewards Program: From time to time, in accordance with applicable law, we reserve the right to change the terms associated with the Rewards Program. For example, we could change the way Rewards are calculated or we could impose caps on Rewards. We could also add restrictions on Rewards redemption, charge fees for participating in the Rewards Program, make it harder to earn Rewards, limit the types of purchases on which Rewards accrue or eliminate means of earning Rewards. Once effective, any such changes will be considered part of this Agreement. We also reserve the right to terminate the Rewards Program at any time without prior notice.

Key Definitions

- (1) Qualifying Direct Deposit is Automated Clearing House (ACH) credits in the amount of at least \$1,000 of your payroll, pension or government benefits (such as Social Security) by your employer or the government. Transfers from external accounts or peer-to-peer payments (such as Cash App, PayPal, Venmo, Zelle, etc.) do not qualify. We may require documentation to verify that credits are Qualifying Direct Deposits.
- (2) Rewards mean cash back that you can accumulate based on your Qualified Purchases.
- (3) Qualified Purchases include signature-based purchases made with your Level Debit Card tied to your Level Bank Account. These are "credit" purchases that can be made in stores and online. To make a signature-based

purchase, select “credit” rather than debit at point-of-sale kiosks. The “credit” option is most often pre-selected when making purchases online using a debit card. Online subscription payments may not be considered signature-based purchases. The payment transaction type (signature-based or other) is ultimately decided by the merchant and how the transaction is transmitted to Level at the time of processing. We reserve the right to determine if a transaction is or is not a Qualified Purchase. Any goods or services purchased with your Level Debit Card that are returned, disputed, or otherwise credited to your Account are not Qualified Purchases. Qualified Purchases do not include non signature-based purchase transactions, Manufactured Spend, ATM transactions, the purchase of money orders or other cash equivalents, cash over portions of point-of-sale transactions, Peer-to-Peer (P2P) payments (such as Apple Pay Cash), foreign transactions and loan payments or account funding made with your Level Debit Card. In addition, purchases made using third-party payment accounts (services such as Venmo® and PayPal™, who also provide P2P payments) may not be eligible for cash back. We may require you to provide documentation to validate that certain purchases are Qualified Purchases. For the purpose of calculating Rewards, we generally use the posting date of the Qualified Purchase (and not the transaction date).

- (4) Manufactured Spend means Level Debit Card transactions deemed, in Level's sole discretion, to have been initiated for the primary purpose of earning Rewards; including, but not limited to, purchases of gift cards, purchases for commercial or business purposes and purchases of cash equivalents.
- (5) Unredeemed Rewards means Rewards you have earned but which you have not yet sought to have redeemed as a credit to your Account.

Perks Rewards Program

We will automatically enroll you in the Perks Rewards Program once your virtual or physical Level Debit Card is issued and activated in the Level app. You must have an open and active Account to earn Rewards. You are eligible to earn Rewards on online and signature-based purchases with your Level Debit Card for promoted Merchants. Periodically, Level will choose specific Merchants to promote in the Level app. You are eligible to earn Rewards on online and signature-based purchases with your virtual or physical Level Debit Card for promoted Merchants, we refer to these as Perks in the Level app. For each offer, please reference the promotion start and expiration date. Your purchase must be posted to your Account by the end of the promotion period to earn Rewards. Perks are not shareable or transferable. Perks will generally include a percentage or dollar amount per transaction(s) at the promoted Merchant, up to \$25 per Merchant. Maximum offer value up to \$25 for each promoted Merchant. The posting of Rewards will become available for redemption in the Level app and you can arrange to have them applied as a credit to your Account at any time through the Level app. Level reserves the right to modify or terminate the Perks Rewards Program at any time without notice. Other restrictions may apply. See the [Level Debit Card Rewards Program](#) section for more details.

Trademark Legal Notice. All product names, logos, and brands are the property of their respective owners in the United States and/or other countries. All company, product and service names used in this app are for identification purposes only. The use of these names, logos, and brands does not imply endorsement.

Premium Membership Benefits

You may upgrade your Level Bank Account to Premium by enrolling and paying a monthly or annual membership dues. Contact Customer Support to learn more about how to enroll. Once you enroll and pay the monthly or annual membership dues, you will receive the following benefits:

- 1.5% unlimited cash back on all Qualified Purchases on your Level Debit Card (no direct deposit requirements);
- 5 (five) total ATM operator fee reimbursement per calendar month, up to \$4 per each reimbursement; and
- VIP Customer Support.

As part of your enrollment in the Premium membership we will obtain your authorization to debit your Account in the amount of \$9 per month or \$90 per year on or after the date you enrolled your Account to a Premium Level Bank Account, and recurring monthly or annually thereafter.

The Premium benefits may change at any time without notice. Paid monthly or annual membership dues are nonrefundable. You can cancel your Premium membership at any time. In any event, we will typically comply with a cancellation request received at least two (2) business days before the scheduled debit date on which the termination is to be effective. We may cancel your enrollment in the Premium membership at any time for any reason, including insufficient funds in your Account.

Protecting Your Account

Select Account login credentials, a PIN, and other access code(s) that you can easily remember. Do not write them down and keep them in any location where they might be compromised. Never permit another person to use your Account login credentials, PIN or other access code. If you do so, you are responsible for all transactions conducted by that person (even if he or she fails to follow the instructions you provided when making your Account access information available) until you notify us that the person no longer has the authority to use your Account and until we are able to block or disable the compromised login credentials, PIN or other access code and issue replacements.

Deposit and Funds Availability Policy

General Deposit Policies

We have the right to refuse any deposit. All checks deposited via the Level app (when that functionality becomes available) must be payable to you. We do not accept third party checks (checks not made payable to you). If final payment is not received on any item you deposited to your Account or if any direct deposit, ACH deposit or electronic fund transfer to your Account is returned to us for any reason, you agree to pay us the amount of the return. **YOU CANNOT MAKE ANY TYPE OF DEPOSIT THROUGH ANY ATM, AT THIS TIME.**

Cash Deposits

Do not send cash deposits through the mail. In the event that cash deposits are received, you agree that our determination of the amount of the deposit will be final. We are not liable for any deposits, including cash, lost in the mail, lost in transit or not received by us.

Your Ability To Withdraw Funds

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit subject to any holds that may be placed due to the reasons provided below. Electronic direct deposits will be available on the day we receive the deposit. Once the funds from your check deposits are available, you can transact as per the [Permitted Use Of Account](#) section above.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before **5:00 pm PT** on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after **5:00 pm PT** or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Endorsing Checks for Deposits

Once our remote deposit capture functionality is operational, you can deposit your checks via the Level app. If the back of your check has "**CHECK HERE IF MOBILE DEPOSIT**", then please check the checkbox and endorse your name. Otherwise endorse the back of your check and write, "**For Mobile Deposit to Level Only**".

If you deposit an item that is made payable to and/or endorsed by a person who is not an Account owner, we may refuse the item for deposit. We may also require verification of any endorsement through endorsement guarantee or personal identification. Any endorsements on a check or other item you give us for deposit to your Account must appear only in the area on the reverse side that is reserved for your use and may not appear within or extend into any area that is reserved for financial institution use. Otherwise, the endorsement may interfere with our processing and collection of the item. We may refuse items that do not follow these endorsement requirements, or we may in our discretion accept any such nonconforming endorsement, however, you agree to hold us harmless for any losses we incur as a result of such acceptance.

Direct Deposits

If, in connection with a direct deposit plan, we deposit any amount in your Account which should have been returned to the government of the United States or a state or local government for any reason, you authorize us to deduct the amount of our liability to the government from the Account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of liability.

Same Day Availability

Funds from wire transfers, pre-authorized electronic payments such as payroll direct deposits or other pre-authorized electronic payments will be available on the day of deposit to your Account.

Funds from electronic payments will be credited to the Account when we have verified the external account and received payment in collected funds. Once the funds are deposited to the Account, they will have same day availability.

Next Business Day Availability

Funds are available on the first business day after the day of deposit for:

- U.S. Treasury Checks
- U.S. Postal Service Money Orders
- Online Transfers
- State and Local Government Checks
- Cashier's Checks
- Certified Checks
- Federal Reserve Bank Checks
- Federal Home Loan Bank Checks

Other Check Deposits

The first \$200 from a deposit of local checks will be available on the first business day after the day of deposit. The remaining funds will be available on the second business day after the day of deposit.

For example, if a local check of \$700 is deposited to your Account on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday (assuming all 3 days are business days).

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh (11th) business day.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your Account is open.

Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks (other than a U.S. Treasury check) will be available on the second business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth (9th) business day after the day of your deposit.

Holds on Other Funds

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Posting Order

We determine in our discretion the order in which deposits and other credits and withdrawals and other debits are posted to your Account. In our discretion, we determine categories of credits and debits, the order of posting such categories, the types of transactions that fall within categories and the order of posting transactions within categories. We generally post all the transactions that are grouped into a particular category before we post transactions that are grouped into another category. We may add or delete categories and may make changes to any of these determinations at any time without notice to you.

In general, at the end of each business day, we subtract any Account holds from your beginning Account balance for that day and then add deposits and other credits to that balance. Next, we generally subtract from your Account balance various categories of debits. Again, the order of categories of debits is determined in our discretion. However, within categories, we generally post debits in the date and time order we received them. Keep in mind that we frequently receive debits on a later date than the date you conducted them. For example, we may not receive a merchant ACH transaction for payment and posting until several days after the merchant's request for authorization and your resulting purchase.

Since we generally will not pay overdrafts against your Account, and do not assess fees for withdrawals that overdraft or would overdraft your Account if paid, our posting order determinations will not increase the total amount of fees you may be required to pay us.

Ownership Of Account; Other Restrictions

You may open the Account only as a single-party Account, which means that you are the only party permitted to own the Account. We will not title the Account as a multiple-party account reflecting multiple ownership, either when you establish the Account or at any later date.

You may not establish and we will not at any time accept any survivorship or payable on death designation in connection with the Account.

You must have reached the age of majority in order to open the Account. We will not open an Account at the request of, on behalf of or in the name of any minor.

You acknowledge that we have no fiduciary or trustee obligations to you in connection with the Account and that we have not advised you on any community property, tax or estate planning matters. You should consult a tax and/or estate planning advisor about your specific circumstances.

Power of Attorney, Incompetence, or Death

The moment we are notified of your death or incompetence, we may place a hold on your Account and refuse to accept deposits or withdrawals until an executor, administrator, court-appointed guardian or an "attorney in fact" contacts us. You may give another person (called an "attorney in fact") authority to withdraw funds from and/or take other actions with respect to your Account pursuant to a durable power of attorney acceptable to us if you are later declared incompetent by a court. To appoint an attorney in fact for your Account, you or your attorney in fact must contact us directly. Unless prohibited by applicable law, we may refuse to allow the appointment of an attorney in fact for your Account if the power of attorney document does not meet our requirements. Once a power of attorney is accepted, we will close the Account and in cases of declared incompetence, disburse funds with a check payable to you and deliver it to the attorney in fact. If we are notified of your death, we will close the Account and disburse funds to your executor or administrator in the name of your estate.

Periodic Statements

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). Some statements may be a slightly longer or shorter monthly cycle for operational reasons.

You must examine your Account statements with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized transactions, you must promptly notify us of the relevant facts. As between you and us, if you fail to perform either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but with respect to actions taken by the same wrongdoer.

You agree that the time you have to examine your Account statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any errors in your Account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us, the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Receipts

You will usually receive or have the option of receiving a receipt at the time you make a transaction at an ATM or merchant location. You may not get a receipt for small-dollar transactions.

Our Liability For Failure To Complete Transfers

If we do not complete a 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:

- (1) If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- (2) If the ATM where you are making the transfer does not have enough cash.
- (3) If the ATM or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) If, for preauthorized electronic fund transfers, third party data was not timely received or was incomplete or erroneous or a transfer recipient has died.
- (6) The Account is inactive, dormant or frozen.

- (7) Your Access Device is lost or stolen or we suspect that the transfer is unauthorized.
- (8) There may be other exceptions stated in our agreements with you.

Stop Payment of Preauthorized Electronic Fund Transfers

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

Call us at [\(877\) 735-3835](tel:877-735-3835), or write to Attn: Exceptions Processing at Our Regular Notice Address 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 14 days after you call. Once our stop payment capability is operational in the Level app, you can submit a stop payment request electronically. Generally, if your stop payment order is given to us in writing, it will be effective for six (6) months. Your stop payment order will lapse after that time if you do not renew the order in writing before the end of the six-month period.

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.

In Case of Errors Or Questions About Electronic Fund Transfers

Contact us at [\(877\) 735-3835](tel:877-735-3835), write us at Our Regular Notice Address, or email us at Our Email Notice Address as soon as you can, if you think your 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 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and Account number (if any).
- (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 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within 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 10 Business Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 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 deduct any provisional credit to your Account and we will send you a written explanation. You may ask for copies of the supporting documents that we used in our investigation.

Liability for Unauthorized Transfers

Generally: Tell us AT ONCE if you believe your Level Debit Card, Account login credentials, PIN or access code (each, an "Access Device") has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Contacting us by telephone is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within 2 Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone used your Access Device without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as **\$500.00**.

Also, if your monthly Account statement shows transfers that you did not make, including those made by an Access Device or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available in the Level app to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (hospital stay) kept you from telling us, we may extend the time periods.

Contact Us In the Event of Unauthorized Transfers: If you believe your Access Device has been lost or stolen, call [\(877\) 735-3835](tel:877-735-3835) or write to Attn: Exceptions Processing at Our Regular Notice Address. You should also call this number or write to this address if you believe a transfer has been made without your permission.

Business Days

Our Business Days are Monday through Friday. Saturdays, Sundays and federal holidays are not Business Days.

Setoff

We may (without prior notice and when permitted by law) set off the funds in this Account (or any Level or Zero account you may hold) against any due and payable debt you owe us now or in the future. If the debt arises from a note, "any due and payable debt" includes the total amount to which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

This right of setoff does not apply if the debt is created by a consumer credit transaction under a credit card plan. We will not be liable for any refusal to pay any transaction when the refusal occurs because we set off a debt against the Account or another Level account of yours. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Legal Process

You understand that we may from time to time receive a "Legal Process" in connection with your Account. Legal Process includes writs of attachment, execution or garnishment, tax withholding orders, levies, restraining orders, subpoenas, warrants, injunctions, requests for information from government agencies, search warrants, forfeiture orders or similar documents or proceedings. We may accept and comply with a Legal Process that is served on us in person, by mail, by facsimile transmission or by other means. You agree that we are not required to contest any Legal Process. We may in our discretion notify you of our receipt of Legal Process, but are not required to do so unless applicable law provides otherwise. We will not notify you of any Legal Process received if we believe the law prohibits us from doing so. In response to Legal Process we may hold or turn over Account funds or other property to a court, creditor or person named in the Legal Process.

Disclosure of Account Information to Third Parties

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

- (1) Where it is necessary for completing transactions including transfers; or
- (2) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
- (3) In order to comply with government agency or court orders; or
- (4) If you give us your written permission; or

(5) As permitted in our [Privacy Policy](#).

Consumer Reports

You authorize us to obtain information about you from third parties, including consumer reporting agencies, in connection with the opening and servicing of this Account, including the collection of any deficit Account balance and any other amounts you may owe us. If you ask, you will be told whether any consumer report was requested and the name and address of the consumer reporting agency that provided the report. We may also report information about your Account to consumer reporting agencies.

Amendments; Account Closure

We may at any time change or delete any term of this Agreement or add any new terms to the Agreement. We will give you notice of any such change, deletion or addition in writing or by any other method permitted by law. We may also close this Account at any time and for any reason (including because you withdraw your consent to receive any required notices from us electronically) and tender to you the Account balance, less any amounts owed to us, by mail to your most recent address reflected in our records. However, if we close your Account for inactivity, state escheat laws may, depending on the length of the inactivity, require us to transfer your Account balance to a state agency. If this occurs, you must file a claim with that agency to recover the funds.

Account Transfer

You may not transfer this Account or any right you have in this Account to another person without our prior written consent.

Telephone Communications

We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to you about important information regarding this Agreement or your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us or you give to us in the future, or that you have given or give in the future in connection with your Account, and to play pre-recorded messages or send text messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by push notification or email. You understand that, when you receive such calls, texts, push notification or emails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber or primary user such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. If you have the right to revoke consent to autodialed calls under applicable law, you may exercise this right only by calling us at [\(877\) 735-3835](tel:877-735-3835).

Consent to Conduct Business Electronically

Because Level operates online and conducts its business solely through its website and Level app, you must consent to receive all disclosures, notices, documents, agreements, and information associated with the Services ("Communications") electronically in order to transact business with us. This section informs you of your rights when receiving electronic Communications from Level.

Electronic Communications

You agree that Level, its agents, and representatives, may provide all Communications to you electronically via email or through our website. You may still request a paper copy of any Communication by following the procedure outlined below.

Requesting a Paper Copy

We will not send you a paper copy of any Communication, however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact us at [\(877\) 735-3835](tel:877-735-3835).

Withdrawing Consent

You may withdraw your consent to receive future Communications electronically by changing your settings in the Level app or by calling us at [\(877\) 735-3835](tel:877-735-3835). Your withdrawal of consent will be effective only after we have had a reasonable period to process your request. While you have the right to withdraw your consent, we reserve the right to close your account and collect the outstanding balance per this Agreement. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic funds transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

Governing Law

This Agreement is subject to applicable federal laws and, to the extent that state law applies, the laws of the state of Tennessee and other applicable rules without regard to conflicts of law principles (except to the extent that this Agreement can and does vary such laws).

Severability; Non-Waiver; Interpretation

If any provision of this Agreement is found to be invalid or unenforceable, all remaining provisions will continue in full force and effect. The fact that we may decide not to enforce, or may delay enforcing, our rights under this Agreement on one or more occasions does not mean that we waive our right to enforce them on any later occasion. The headings in this Agreement are for convenience or reference only and do not govern the interpretation of the Agreement's provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so the singular includes the plural and the plural includes the singular.

Notice and Cure

Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement or the Account (as more fully defined in the Arbitration Clause, a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent by mail or email to the address for you maintained in our records. Any Claim Notice to us shall be sent by mail to Our Regular Notice Address, Attn: Legal Department (or such other address as we subsequently provide you). Any Claim Notice you send must provide

the last five digits of your Account Number and your entire telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

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

Arbitration and Class Action Waiver

We have put this Arbitration and Class Action Waiver Clause ("Clause") in question and answer form to make it easier to understand. However, this Clause is part of your Level Agreement ("Agreement") and is legally binding. All capitalized terms not otherwise defined in this Clause are defined in the Agreement.

BACKGROUND AND SCOPE		
QUESTION	SHORT ANSWER	FURTHER DETAIL
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator ("Arbitrator") solves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a court lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days	If you do not want this Arbitration Clause to apply, you must send us a signed notice within 60 calendar days after you sign your Agreement. You must send the notice in writing (and not electronically) to Our Notice Address, Attn: Arbitration Opt-Out. Provide your name, address and account number. State that you "opt out" of the Arbitration Clause. Opting out will not affect the other provisions of this Agreement. If you opt out, it will apply only to that agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us, your heirs and our agents (including Level, which provides certain services related to your Account). It also covers certain "Related Parties": (1) our parents, subsidiaries, affiliates and their successors and assigns; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.

<p>What Disputes does the Arbitration Clause cover?</p>	<p>All Disputes (except certain Disputes about this Arbitration Clause)</p>	<p>This Arbitration Clause governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word “Disputes” has the broadest reasonable meaning. It includes all claims even indirectly related to your Account or this Agreement (including, without limitation, your application, your Account balance, past agreements, information you previously gave us, collections and privacy and customer information) or the relationships between you and us and/or “Related Parties” resulting therefrom. “Disputes” includes, but is not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rules against class arbitration and against an Arbitrator issuing relief to anyone except you, us and Related Parties.) All such disputes are for a court and not an Arbitrator to decide. But a Dispute about this Agreement as a whole is for an Arbitrator, not a court, to decide.</p>
<p>Who handles the arbitration?</p>	<p>Usually AAA or JAMS</p>	<p>Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association (“AAA”), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
<p>Can Disputes be litigated?</p>	<p>Sometimes</p>	<p>Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court or an equivalent court, so long as the Dispute is pending only in that court. Both parties may use lawful self-help remedies. This includes set-off or repossession and sale of any collateral. Both parties may seek remedies which don't claim money damages. This includes pre-judgment seizure, injunctions, or equitable relief. Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that or any related or unrelated lawsuit (including a Dispute initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Clause.</p>

Are you and we giving up any rights?	Yes	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Join a Dispute that you, we or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. <p>The arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.</p>
Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. You may not pursue any type of collective action or class action against us in arbitration.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and your Account involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Arbitration Clause and the administrator's rules or the Agreement, this Arbitration Clause will govern.
Will this Clause continue to govern?	Yes, unless otherwise agreed.	The Arbitration Clause stays effective unless the parties sign an agreement stating it doesn't or you timely opt out by the process described below. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay, or pay. It governs if your contract is discharged through bankruptcy. The Arbitration Clause remains effective, despite a transaction's termination, amendment, expiration, or performance.
PROCESS		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	<p>We can try to resolve Disputes if you call us at (877) 735-3835. If this doesn't resolve the Dispute, before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to Our Notice Address, Attn: Legal Department.</p> <p>You or an attorney you have personally hired must sign the notice and must provide the account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.</p>
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.

Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing shall take place in your county and state of residence.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Clause.
ARBITRATION FEES AND AWARDS		
Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay amounts required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.
What happens if a part of this Arbitration Clause cannot be enforced?	It depends	If any portion of this Arbitration Clause cannot be enforced, the rest of the Arbitration Clause will continue to apply, except that (A) this Arbitration Clause (except for this sentence) will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal, and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.