



Avant Deposit 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, IF ARBITRATION IS ELECTED, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN ANY CLASS PROCEEDING OR HAVE A JURY DECIDE THE DISPUTE.

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Avant Deposit Account Agreement

Thank you for opening an Avant Deposit Account ("Account") with Evolve Bank & Trust, member of the Federal Deposit Insurance Corporation, through an arrangement with Avant, LLC ("Avant"). Through this arrangement, Avant is the program partner responsible for marketing and managing the Account and Avant Debit Card program. When you see the words "Bank," "we," "us," or "our" in this Avant Deposit Account Agreement ("Agreement"), it refers to Evolve Bank & Trust, Member FDIC, as well as any of its affiliates, successors and assignees, as well as, to the extent they are performing responsibilities under this Agreement on behalf of the Bank, the Bank's agents and service providers. When you see the words "you" or "your," it refers to you, the owner of the Account, as well as your personal representatives, executors, administrators, and successors.

This Agreement governs your Account, explains the rights and responsibilities you have as the Account owner, and contains general terms, conditions and disclosures related to the Account. 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 Avant Banking mobile application ("Avant Banking app"). Avant, LLC is a financial technology company not a bank. Banking services are provided through Evolve Bank & Trust, Member FDIC.

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.

Eligibility

The Account is available to citizens or legal permanent residents of the fifty (50) United States ("U.S.") or the District of Columbia; who are at least 18 years of age (19 in Alabama) and with a valid Social Security number ("SSN") or Individual Taxpayer Identification Number ("ITIN"); and who provide us with a U.S. residential address (not a P.O. Box) or a military address (such as, APO/FPO/MPO). You must agree to accept electronic, rather than paper statements – this means; (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements). We may use information from third parties to help us determine if we should open an Account for you.

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 Avant Banking app or website at avant.com/mobile-banking for communicating with us. Alternatively, you may

email us at support@deposits.avant.com ("Our Email Notice Address") or write to us at [P.O. Box 7775, PMB 46106, San Francisco, California 94120-7775](#) ("Our Regular Notice Address").

About Your Account

Your Account is a non-interest-bearing demand deposit account. 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 OUR 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](tel:8777353835).

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 or paycheck into the Account, you can instead provide the Account and Bank routing numbers associated with your Account. This information can be found in the Avant Banking 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:

- Authorizing third parties (e.g., your landlord or mobile phone service provider) to originate ACH transactions that debit Account funds; and

- If you have a physical Avant 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.

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

- Authorizing third parties to originate ACH transactions in your name that credit the Account, including authorizing your employer to directly deposit your salary into the Account;
- Once the remote deposit capture functionality is operational, using the Avant Banking 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."

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.

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 Avant Banking app, you may deposit no more than 6 checks per 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 Avant's ACH transaction limits which prescribes per transaction, daily, and monthly transaction limits. ACH transactions are subject to limitations based on your Account activity. Limits on transfers initiated by you from your Account are subject to change, based on your Account activity. Minimum transfer limits for transactions from your Account are: \$500 per day, \$1,500 per week, and \$5,000 per month. You can find more information about the ACH transaction limits in the Avant Banking app or by contacting Customer Support at [\(877\) 735-3835](tel:877-735-3835).

Avant Debit Card Limits

Total purchases (including cash back amounts) using your physical Avant Debit Card, whether using your PIN or not, are limited to \$5,000 per day and \$20,000 per month. Total purchases using your virtual Avant

Debit Card are limited to \$500 per day and \$5,000 per month. ATM withdrawals using your physical Avant Debit Card are limited to \$300 per day.

Please note that there may be transaction limits by the ATM owner. Your Avant Debit Card transaction limits may be increased based on positive factors on your account (e.g., successful transfer activity). You can request a transaction limit increase by calling Customer Support at (877) 735-3835 or by [sending us a message](#) in the Avant Banking app.

Daily limits refer to 24-hour timeframes that refresh at 12:00 am each day, for example, 12:00 am PT Monday to 12:00 am PT Tuesday.

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.

If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for an extended period of time and you have another account with us, we reserve the right to exercise our right to setoff. See the "Right to SetOff" section for details. If your Account has a negative balance for ninety (90) calendar days or more it will be closed.

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 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 Avant Debit Card

We will issue you a virtual Avant Debit Card to be used with your Account. If you want a physical Avant Debit Card mailed to you, you must request it in the Avant Banking app. Your selected PIN is confidential and should not be disclosed to others or recorded on your Avant 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 Avant Debit Card, you should inform us by calling Customer Support at (877) 735-3835 and then destroying your Avant Debit Card.

These terms apply to your virtual and physical Avant Debit Card. Your Avant Debit Card is a debit card. By using your Avant 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 Avant Debit Card, including any losses, charges, or penalties incurred as a result.

If you use your Avant Debit Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount of \$75.00 or more. If your Avant Debit Card is declined, even though you have sufficient funds available, you should pay for your purchase inside with the cashier. If you use your Avant Debit Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. A preauthorization may place a “hold” on those available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorized amount on hold will be removed. It may take up to thirty (30) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

We don't charge you for using your Avant Debit Card at MoneyPass[®] ATMs (in-network ATM). Effective May 17, 2022, if you use an ATM that is not within our network of ATMs, you will be charged a \$2.50 fee per withdrawal, and you may be charged a fee by the ATM operator even if you do not complete a transaction or if you make a balance inquiry. Please see our Schedule of Fees section for more details. Our in-network ATMs can be found in the Avant Banking app.

In addition, the owners of an out-of-network 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.

Effective, May 17, 2022, if you use your Avant Debit Card at an in-network MoneyPass[®] ATM and you are assessed a fee, we will reimburse that fee by crediting the fee amount to your Account. If you are erroneously assessed a fee at an in-network MoneyPass[®] ATM and are not reimbursed, please contact us so we can reimburse that fee amount.

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

Transactions made with your Avant Debit Card in foreign currencies and transactions that are classified by Visa® as "foreign transactions" (generally, transactions that are processed outside the United States) and 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®. You can find the Visa Currency Exchange Converter by visiting Visa's website: <https://usa.visa.com/support/consumer/travel-support/exchange-rate-calculator.html>. Please note that rates apply to the date the transaction was processed by Visa; this may differ from the actual date you made the transaction.

Schedule of Fees

All fee amounts will be withdrawn from your Account and will be assessed as long as there is a remaining balance in your Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, your Account may be overdrawn.

If you use an ATM that is not a MoneyPass® ATM, including making a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount that will be disclosed and assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Account. We will reimburse you the ATM operator fee up to \$4 per ATM withdrawal and up to three (3) times per calendar month until May 16, 2022. Effective May 17, 2022, if you use an ATM that is not a MoneyPass® ATM, we will not reimburse you for any ATM operator fee.

We charge the following per transaction fee effective May 17, 2022:

- Out-of-network ATM Withdrawal Fee/\$2.50 per withdrawal

We charge the following one-time Account fee:

- Account Inactivity fee/\$1.50

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 do not 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), to the extent permitted by applicable law, 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 Avant Banking 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 Avant Banking 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 Avant 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 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 \$225 from a deposit of 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 check of \$700 is deposited to your Account on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 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 \$5,525 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 first 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 \$5,525 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 at 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 an electronic 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 will not automatically receive paper statements.

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:

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

- The Account is inactive, dormant or frozen.
- Your Access Device is or has been reported lost or stolen or we suspect that the transfer is unauthorized.
- 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 Avant Banking 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, using our dispute form 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 Avant 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 Avant Banking 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 (such as a 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, immediately block your Avant Debit Card in the Avant Banking app by navigating to the 'Main Menu' > 'Settings' > and toggle the 'Lock Card' on (blue). Review your account activity and call us at [\(877\) 735-3835](tel:877-735-3835) to report any unauthorized transactions. You may write to us at 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, even if we provide some limited customer support.

Setoff

We may (without prior notice and when permitted by law) set off the funds in this Account (or any other 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 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 a 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:

- Where it is necessary for completing transactions including transfers; or
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us your written permission; or
- As permitted in our [Privacy Notice](#) or [Privacy Policy](#).

Amendments and Cancellations

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on avant.com/mobile-banking, and any such amendment shall be effective upon such posting to that Website. The current Agreement is available at avant.com/mobile-banking. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Account or this Agreement at any time. We will not amend the Arbitration Clause in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Clause in its entirety.

You may cancel this Agreement by calling Customer Support at (877) 735-3835 to close your Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

If your Account is canceled, closed or terminated for any reason, you may be eligible to receive the unused balance, which will be returned to you via check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing and mailing. Your check will be mailed to you to the address on file after it is processed.

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 of 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 Avant operates online and conducts its business solely through its website and its Avant Banking 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 Avant.

Electronic Communications

You agree that Avant, 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 support@deposits.avant.com.

Withdrawing Consent

You may withdraw your consent to receive future Communications electronically by calling us at (877) 735-3835 or contact us at support@deposits.avant.com. 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. We may close your account without advance warning if you engage in any type of internet or online gambling transaction(s), whether or not gambling is legal in any applicable jurisdiction.

Dormancy and Escheatment

An Account that is inactive for a period of time may be considered dormant and is subject to escheatment. An Account is considered inactive if it has had no qualifying activity (e.g., a deposit or withdrawal initiated by you) for a period of 365 consecutive days. We may refuse to post any transactions to your Account if we classify your Account as dormant and if we cannot reach you in a timely fashion to confirm the transaction's authorization. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address. We will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state. For any dormant Account with an international address, the funds will be transferred to the state of the last known domestic address. If this occurs, you must file a claim with that agency to recover the funds. We may charge an Account Inactivity fee. We will send you a notice before we charge your Account an Inactivity fee to give you an opportunity to reactivate your Account. Please see our [Schedule of Fees](#) section for more details.

Account Holds, Suspensions, Restrictions, and Closures

Avant may suspend, freeze, restrict, or close your Account for any reason with or without notice. Such reasons include, but are not limited to:

- If we, at any time, believe the Account is being used for fraudulent or illegal purposes, including if we detect any undue risk to Avant as determined in our sole discretion.
- 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.
- If we detect unusual or suspicious activity, including but not limited to transfers from external accounts that are not in your name or transfers where the intended beneficiary is not you. In these cases, we will reject the transfer(s) or we will return the funds back to the originator.

- If your Account has a negative balance for ninety (90) calendar days or more.
- We receive a court order or other Legal Process to suspend or close your account.
- Your non-fraudulent actions nonetheless violate any part of the Agreement.
- If we determine your Account is being used for business purposes.

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. Allow fourteen (14) days for processing and mailing of the refund check. We reserve the right to refuse to process any transaction(s) that we believe may violate the terms of this Agreement.

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 Avant. Avant 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. Avant also may temporarily or permanently reduce your limits on deposits to, or withdrawals or transfers from your Account without prior notice to you unless prior notice is required by applicable law.

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

Except as set forth in the Arbitration Clause, 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.

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 (“Arbitration Clause”) in question and answer form to make it easier to understand. However, this Arbitration Clause is part of your Agreement and is legally binding. All capitalized terms not otherwise defined in this Arbitration 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”) resolves Disputes in an informal hearing (“hearing”) on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no court or jury. It is usually less formal, faster and less expensive than a court lawsuit. Pre-hearing fact finding (called “discovery”) is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of (reject) 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 Regular 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 this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us, your heirs and our agents (including Avant, which provides certain services related to your Account). It also covers certain "Related Parties": (1) our and Avant's parents, subsidiaries, affiliates and their successors and assigns; (2) our and Avant's 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, enforceability, 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 or arbitrator, who must agree to abide by this Arbitration Clause. 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. This Arbitration Clause does not apply to any individual action by you or us or “Related Parties” in small claims or an equivalent court, unless that action is transferred, removed or appealed to a different 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>

<p>Are you and we giving up any rights?</p>	<p>Yes</p>	<p>For Disputes that are arbitrated under this Arbitration Clause, you and we give up our rights to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Join or consolidate a Dispute that you, we or Related Parties have with a dispute that others have unless all parties otherwise agree. 5. Bring or be a class member in a class action in court or in a class arbitration. <p>The arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you or us or Related Parties individually.</p>
<p>Can you or another consumer start a class arbitration?</p>	<p>No</p>	<p>The Arbitrator is 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.</p>
<p>What law applies?</p>	<p>The Federal Arbitration Act ("FAA")</p>	<p>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 for an individual Dispute, 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 other terms of this Agreement, this Arbitration Clause will govern.</p>
<p>Will anything you do make this Clause ineffective?</p>	<p>No, unless otherwise agreed.</p>	<p>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 or this Agreement's termination, amendment, expiration, or performance.</p>

PROCESS

<p>What must a party do before starting a lawsuit or arbitration?</p>	<p>Send a written Dispute notice and work to resolve the Dispute</p>	<p>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 and must reasonably cooperate in providing any information about the Dispute that the other party reasonably requests.</p>
<p>How does an arbitration start?</p>	<p>Following the rules of the selected arbitration company</p>	<p>If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.</p>
<p>Will any hearing be held nearby?</p>	<p>Yes</p>	<p>The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing shall take place in your county and state of residence. Virtual and/or telephone hearings may also be allowed.</p>
<p>What about appeals?</p>	<p>Very limited</p>	<p>Appeal rights under the FAA are very limited. Except for FAA appeal rights and except for Disputes involving more than \$50,000 (including Disputes involving requests for injunctive relief that could cost more than \$50,000), the Arbitrator's award will be final and binding. For Disputes involving more than \$50,000, any party may appeal the award to a panel of three arbitrators appointed by the arbitration administrator, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any court with jurisdiction may enter judgment upon the arbitrator's award. Any finding, award or judgment from an arbitration of any Dispute shall apply only to that arbitration. No finding, award or judgment from any other arbitration shall impact the arbitration of any Dispute.</p>

ARBITRATION FEES AND AWARDS

<p>Who bears arbitration fees?</p>	<p>Usually, we do.</p>	<p>We will pay our share of the filing, administrative, hearing and Arbitrator's fees. At your request, we will advance your share of these fees if you act in good faith and cannot get a waiver. We will always pay these fees if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause.</p>
<p>When will we cover your legal fees and costs?</p>	<p>If you win</p>	<p>If you win an individual 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. In situations other than those described in this answer, you will be responsible for your own attorneys' fees and other expenses.</p>
<p>Will you ever owe us for arbitration or attorneys' fees?</p>	<p>Under certain circumstances</p>	<p>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.</p>
<p>Can an award be explained?</p>	<p>Yes</p>	<p>A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.</p>
<p>What happens if a part of this Arbitration Clause cannot be enforced?</p>	<p>It depends</p>	<p>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 class or public injunctive relief be arbitrated.</p>
<p>Can a failure to resolve a dispute informally result in a larger recovery for you?</p>	<p>Yes</p>	<p>You are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Dispute on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); (2) we refuse to provide you with the relief you request before an Arbitrator is appointed and (3) the Arbitrator awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Disputes you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Clause. Settlement demands and offers are strictly confidential. They may</p>

		not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.
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