

DELL BUSINESS CREDIT AGREEMENT

Following is the DELL BUSINESS CREDIT AGREEMENT (“Agreement”) that governs the Dell Business Credit Account (the “Account”) of the business in whose name the Account was opened (the “Borrower”). Authorized representatives of the Borrower may use the Account to finance present and future equipment, software and services (“Products”) ordered from Dell Technologies or its affiliates (“Dell”), or other vendors approved by Lender (each, a “Participating Merchant”).

Please review the terms and conditions of the Agreement carefully as it describes the obligations of the Borrower, including any individual jointly and severally liable for the Account, and any personal guarantor(s) (“Guarantor”) of the Account. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. UNDER THIS AGREEMENT YOU MAY BE REQUIRED TO RESOLVE DISPUTES WITH WEBBANK, DELL FINANCIAL SERVICES (“DFS”), AND OTHERS THROUGH ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN A COURT PROCEEDING. We recommend retaining a copy of the Agreement for your records.

The Agreement is sent to the Borrower to the attention of the person who applied for the Account as an authorized representative of the Borrower, and to the Guarantor, if any. **If the terms and conditions of the Agreement, including any joint and several liability or personal guarantee, are acceptable, then the Agreement will be deemed accepted and no further action is required from either the Borrower or the Guarantor.**

TO REJECT THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT, THE BORROWER, ANY INDIVIDUAL JOINTLY AND SEVERALLY LIABLE OR ANY GUARANTOR MUST CALL (866) 413-3355 WITHIN 1 BUSINESS DAY OF RECEIPT OF THIS AGREEMENT BY U.S. MAIL. A business day is any day (except Saturday, Sunday or a legal holiday) that commercial banking institutions in Salt Lake City, Utah are open for business.

When calling to cancel the Account, please be ready to provide:

1. The Account Number, the Dell Customer Number and/or the order number(s).
2. If you made a purchase from Dell, the phone representative will either cancel your order or obtain another method of payment. If you made a purchase from a Participating Merchant, you should return the items purchased to the Participating Merchant.

If you decide to cancel the Products order as well as the Account, the Products may have been shipped or even been delivered before you canceled. If the shipment arrives after you cancel your order, simply refuse the shipment. If the shipment is delivered to Borrower’s shipping address without a signature, do not open the boxes. Call the carrier, inform them shipment is refused, and arrange a time for the carrier to pick up the shipment and return it to Dell or Participating Merchant.

If you contact DFS to cancel your Account but fail to return your purchase to Dell or Participating Merchant within the applicable return period, your acceptance of any Products you purchased from Dell or a Participating Merchant constitutes use of the credit offered and acceptance of the terms and conditions of the Agreement. Your acceptance of the Agreement will authorize DFS and/or its affiliates to request an advance of funds pursuant to the Agreement to pay for your purchase from Dell or Participating Merchant.

DELL BUSINESS CREDIT AGREEMENT

Offered by WebBank and serviced by Dell Financial Services.

Definitions. The word “Agreement” refers to your Dell Business Credit Agreement. In this Agreement, the following defined terms are used. “Account” means the Dell Business Credit Account, which will be governed by this Agreement. “You,” “Your” or “Borrower” mean the business in whose name the Account was opened, and each individual who agrees to be jointly and severally liable for this Account. With the exception of the arbitration provision, the words “we,” “us,” “our,” or “Lender” mean WebBank. “Guarantor” means the person or persons who agreed to personally guarantee the Account. “DFS” means Dell Financial Services L.L.C., the servicer of the Account for the Lender.

Use of the Account. Borrower’s use of Account, or use by anyone Borrower authorizes, shall constitute acceptance of the terms of this Agreement. Borrower agrees that this Account shall be used for purchases of equipment, software and services (“Products”) to be used for your commercial or business purposes, and not for resale or primarily for personal, family, or household purposes. Any purchase may be cancelled if Dell or a Participating Merchant cannot ship the order to the requested shipping address or if we reasonably believe that you are in default under any of the terms of this Agreement. Borrower further agrees that the person who applied for the Account in the name of the Borrower signing the application on behalf of a business is an authorized representative of the Borrower. Borrower agrees that they are not a government or public entity or a business located and organized outside of the United States.

Account Custodian. Borrower has designated an Account Custodian to be the primary contact person for the Account and as an Authorized User of the Account. The Account Custodian will designate all Authorized Users and Pin Codes (described below). It is the responsibility of the Account Custodian to notify DFS of changes to the named Authorized Users or to the Pin Codes. The Account Custodian may designate a representative of Borrower to be the new Account Custodian, subject to approval by DFS.

Authorized Users and Pin Codes. The Account Custodian, and others that the Account Custodian designates that can use the Account on behalf of the Borrower (“Authorized Users”), may use the Account. Borrower agrees to be liable for all Account uses by the Account Custodian or any Authorized User and to pay all amounts incurred by them under this Agreement. The Account Custodian will designate a Pin Code for each Authorized User. The Account Custodian

is responsible to report any addition and removal of Authorized Users or Pin Codes and any misuse of the Account. After notice of any change in Authorized Users or Pin Codes, DFS will update Account records accordingly. You agree that Lender may accept use of the Account by an Authorized User in effect prior to the notice until a reasonable time after DFS receives notice of change either to a Pin Code or Authorized User.

Billing Period. A Billing Period is the interval between monthly billing statements. The Statement Closing Date is the last day of the Billing Period for that statement.

Payment. Borrower agrees to pay Lender for all purchases charged to the Account plus any Finance Charges (defined below) and any other charges that may be assessed as provided in this Agreement. Borrower promises to pay at least the Total Minimum Payment Due by the Payment Due Date as shown on the monthly statement. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. At any time Lender can require Borrower to pay all amounts by which the New Balance exceeds the Credit Limit (as shown on the statement). Borrower may pay all or any part of the New Balance (as shown on the statement) without penalty prior to any Payment Due Date.

When Periodic Finance Charge is Imposed. The Finance Charge on purchases under the Account will accrue from the date the transaction posts to your Account until the date we receive payment in full of the balance on the Account. When you make a purchase in a Billing Period where the beginning balance is \$0, Finance Charges on the amount of the purchased Products will accrue from the date the transaction is posted to your Account (accrued Finance Charges), but will not be shown on the first billing statement after the new purchase. Accrued Finance Charges will be shown on the next billing statement if the New Balance shown on the prior billing statement was not paid in full by the Payment Due Date.

Periodic Finance Charge. Lender calculates the Finance Charge on the Account for any Billing Period by applying the Daily Periodic Rate to the Average Daily Balance of the Account (including new purchases) and multiplying the result by the number of days in the Billing Period. To determine the "Average Daily Balance," Lender first calculates a new balance each day of the Billing Period for each separate credit plan that is part of the Account. Next, for each credit plan, Lender calculates: the sum of the previous balance each day, (which includes any billed, but unpaid Finance Charges, Late Payment Fees and other fees) plus any new purchases or charges, and subtracts any payments or other credits. Then, Lender adds up all the Daily Balances in the Billing Period, and divides the total by the number of days in the Billing Period to determine the Average Daily Balance for each separate credit plan that is part of the Account. The Average Daily Balance computation results in the compounding of interest and fees on the Account. You agree that Lender may compound interest on the Account. The minimum Finance Charge in a statement for which a periodic Finance Charge is imposed is \$1.

Periodic Rate. The Daily Periodic Rate and corresponding Interest Rate are variable rates and may change each month. The Interest Rate that applies to the Account is determined by adding a Margin to the Index, which is described below.

The Daily Periodic Rate is determined by multiplying the Interest Rate by 1/365th (1/366th in a leap year).

Variable Rates are calculated by adding together an Index and a Margin. The Index is the Prime Rate published in the "Money Rates" table by *The Wall Street Journal*. Any change in the Index will cause the corresponding Interest Rate to be adjusted as of the first day of the Billing Period that begins no later than 90 days after the change. An increase in the Index means that you will pay higher interest charges and have a higher Total Minimum Payment Due.

The current Interest Rate and Margin appear on the Pricing Addendum that accompanies and is a part of this Agreement.

Promotional Credit Plans. In addition to purchases that accrue Finance Charges and require monthly payments as described previously in this Agreement, Promotional Credit Plans may be offered from time to time on specific purchases. Purchases made under these Promotional Credit Plans may have different Finance Charge calculations and required minimum payments. A Promotional Credit Plan is strictly limited by its terms and the terms and conditions of the promotion to which it relates. In addition, the benefits of a Promotional Credit Plan will expire and all accrued Finance Charges in these plans will be added to the Account if the Account is placed in default. During the last 2 months of any Promotional Credit Plan, payments in excess of the Total Minimum Payment Due will be applied to the remaining balance of the Promotional Credit Plan about to expire.

Credit Limit. The Borrower's Credit Limit on the Account will be shown on the billing statement. The Borrower is responsible to keep the balance on the Account from exceeding the Credit Limit. Accordingly, the Borrower agrees to only use the Account to make purchases that do not cause the unpaid balance on the Account to exceed the Credit Limit. Lender may, at our sole discretion, refuse to process any transaction that will exceed the Credit Limit. If the Credit Limit is exceeded, Lender may require Borrower to immediately pay the excess, plus related Finance Charges. Borrower also agrees that Lender may increase or decrease the Credit Limit at any time even if the Borrower has not requested that we change the Credit Limit.

Charges. The following fees, when imposed, will be added to the Account balance. The following amounts are the current schedule of fees. Lender reserves the right to change the fee schedule from time to time. You may call Customer Service for a current fee schedule.

- A Late Payment Fee will be imposed for failure to pay the Total Minimum Payment Due in full by the Payment Due Date shown on the billing statement. Account balance less than \$100 = \$15 Late Payment Fee; Account balances equal to or greater than \$100 but less

than \$250 = \$29 Late Payment Fee; Account balances equal to or greater than \$250 = \$39 Late Payment Fee.

- Returned Payment Fee in the amount of \$29 will be imposed if your bank returns a check or payment instrument unpaid, or refuses to honor your direct debit, or we cannot process such payment, for any reason. You will incur this Returned Payment Fee even if your payment is later honored by your bank upon subsequent presentment.
- If Borrower requests non-standard services, we may impose various additional fees for such services. Examples of non-standard services include, but shall not be limited to, overnight mailing of documents and providing copies of billing statements that we are not required by law to furnish without charge. Unless otherwise indicated, the fees for such services shall be: copies of billing statements \$4 per copy.

Form of Payment. All payments must be in U.S. Dollars, and be made by check, money order, electronic funds transfer, or such other means as Lender may expressly permit. Do not send cash. **Payments made via a credit card will not be accepted.** Any payment made using a check or draft may not be processed or applied to the Account if it is: postdated; incomplete (such as when a signature is missing); the numeric amount is different than the written amount; or it is not made payable in accordance with the instructions on the billing statement.

Please send payments to: Dell Business Credit, Payment Processing Center, P.O. Box 5275, Carol Stream, IL 60197-5275.

All credits for payments on the Account are subject to final payment by the institution on which the item of payment was drawn. If you send a check as payment, you authorize Lender to clear your check electronically. These checks are not returned with your bank statement.

Lender may charge you any bank collection fees that are incurred in processing your payment and you agree that Lender may accept late or partial payments, and payments that are marked with restrictive endorsements such as "payment in full," without losing any of its rights.

Application of Payments. Lender will apply payments to the Account consistent with applicable law. Although Lender will apply payments as of the date of receipt of them if they are paid in accordance with this Agreement and the instructions on the statement, your Credit Limit may not immediately reflect credit for your payment to allow for payment processing and clearance of funds. In some circumstances, restoring your Credit Limit may be further delayed.

Default. Subject to Borrower's rights under applicable law, Lender may consider your Account in default if: (1) you violate any terms of this Agreement; (2) you fail to pay when due any amount owed under this Agreement; (3) we determine that you have engaged in suspicious, fraudulent, illegal, dishonest, or deceptive activities in connection with your account, or supplied misleading, false, incomplete, or incorrect information to us; (4) you default under any other lease, loan, agreement, or account with us or DFS; (5) Borrower files bankruptcy, or some other insolvency proceeding is filed by or against Borrower; or (6) your business ceases to operate as a legal entity.

If Lender deems the Account to be in default we may close your Account without notice and may require Borrower to pay the total outstanding balance on the Account immediately. Following any default, any balances outstanding will continue to accrue interest charges until paid in full, as permitted by law. As described below under Account Closure and Suspension, we can close or suspend the ability to charge additional purchases on the Account at any time.

Personal Guaranty. If the Account was established with a Personal Guaranty, every Guarantor agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amount due and performance of Borrower under the terms of this Agreement. In the event of a default under this Agreement, Guarantor agrees to pay the total outstanding balance under this Agreement upon demand, and without requiring Lender to proceed first to enforce payment against the Borrower. The Guarantor waives all notices regarding the Agreement or this guaranty, and agrees that this guaranty shall remain in full force and effect until the Agreement has terminated and all amounts due have been paid in full. Guarantor agrees that Lender may report the personal liability of Guarantor for the Account and the status of the Account to credit bureaus and others who may lawfully receive such information. The Guarantor agrees that his or her personal credit history may be used in making credit decisions, and authorizes Lender to obtain consumer reports on the Guarantor from time to time.

Joint and Several Liability. If the Account was established with Joint and Several Liability, both the business in whose name the Account was opened and any individual who agreed to be jointly and severally liable shall be the Borrower on the Account and will be jointly and severally liable to Lender for all obligations under this Agreement. Lender may collect from or sue any one or more of these parties without giving up any rights against the other parties. This Agreement is also binding upon heirs, personal representatives, successors and assigns. Lender may report the personal liability of any individual who agreed to be jointly and severally liable for the Account and the status of the Account to credit bureaus and others who may lawfully receive such information. Any individual who agreed to be jointly and severally liable further agrees that his or her personal credit history may be used in making credit decisions and authorizes Lender to obtain consumer reports on him or her from time to time.

Collection Costs and Attorney Fees. Borrower and Guarantor are responsible to pay all reasonable attorney fees, court costs and other collection costs actually incurred by Lender and its agents and assigns (including DFS) in the collection of any amounts owed under this Agreement or in the event of bankruptcy or insolvency or dissolution of Borrower.

Security Interest. Borrower hereby grants Lender a first priority, purchase money security interest under the Uniform Commercial Code in all Products purchased using the Account and agrees that Lender may file financing statements to perfect its security interest.

Account Closure or Suspension. The Account Custodian or Guarantor may close the Account at any time by notifying DFS in writing or over the phone. Upon closure no further purchases will be made with the Account, and the Account Custodian will notify each Authorized User that the Account has been closed. Lender may, at any time, for any reason, without prior notice, close the

Account, refuse to authorize any purchase on the Account, or suspend the Account and the right to use the Account. Subject to applicable law, upon closure of the Account by either Borrower or Lender, Lender may require payment of the full outstanding balance of the Account immediately, and any balances outstanding will continue to accrue finance charges until paid in full. Once an Account is closed, it cannot be reopened. No closure or suspension of the Account will affect Borrower's (or any Guarantor's) obligation to pay all amounts owed under this Agreement.

Closure for Inactivity. You agree that, if you wish to keep your Account open, you will keep your Account active and in good standing. If your Account is inactive for a period of 2 years, we may close your Account for inactivity without notice to you.

Final Agreement. This Agreement is the final agreement between Lender and Borrower regarding the Account and may not be contradicted by evidence of any oral agreement.

Amendments to this Agreement. Lender may change or terminate the terms in this Agreement or the services or features of the Account (including increasing the Finance Charges) at any time. Lender may also add new terms to this Agreement or services and features to the Account. Any change in terms or any new terms may apply to any outstanding balance as well as on subsequent transactions and balances. To the extent required by law, Lender will notify Borrower in advance of any changes in terms or any new terms by sending a notice to your address and/or email address as shown on our records.

Assignment of Account. Lender may sell or transfer your Account and any amounts owed on the Account to another party at any time and without notice. If Lender assigns the Account, this Agreement will still be in effect and any assignee of Lender will have Lender's rights in this Agreement to the extent assigned. Following an assignment, the words "we", "us", and "our" in this Agreement shall refer to any assignee. Borrower may not transfer or assign the Account or Agreement to anyone.

Telephone Monitoring. Telephone communications with Lender, including calls with any of our agents or independent contractors, are routinely monitored and/or recorded. You expressly consent to being monitored or recorded on these calls.

Telephone Communications. If you have already or in the future provide us with a phone number as your contact number, you expressly authorize us and Dell Financial Services, and our agents, service providers, or independent contractors, to contact you regarding your Account for non-telemarketing communications including, via text message or mobile telephone, by way of pre-recorded or auto-dialed calls, using that phone number. Standard message and data rates may apply. Your consent to use your phone number may be revoked by calling (866) 413-3355 or by sending a written notice to us by U.S. Mail at the following address:

Dell Financial Services
P.O. Box 81575
Austin, Texas 78708-1575

Any revocation by you regarding your phone number shall not revoke our right to contact you utilizing any other contact information you previously provided to us or may provide later.

Change of Contact Information. If Borrower or Guarantor moves or changes its billing address, phone number(s), or e-mail address, the Account Custodian will be responsible to send a notice of the new information in writing or online to DFS.Dell.com.

Liability for Unauthorized Use. Borrower (and Guarantor if any) will be liable for the unauthorized use of the Account unless Lender receives immediate written notice of the possible or actual unauthorized use of the Account. Please send the notice of unauthorized use of the Account to:

Dell Business Credit
Attn: Investigations
P.O. Box 81565
Austin, TX 78708

Notice of unauthorized use of the Account may also be given by the Account Custodian or Guarantor by calling the telephone number indicated on the monthly billing statement or online at DFS.Dell.com.

Credit Reporting. The business credit of the Borrower and the personal credit of any individual jointly and severally liable (or any Guarantor) for the Account will be used in making credit decisions. We may access the business credit or personal credit for any Guarantor for periodic reviews of creditworthiness, collections, and future servicing of the Account as permitted by law. Lender may report the liability of the Borrower; the personal liability of any individual jointly and severally liable or any Guarantor; and information about the Account to credit bureaus and others who may lawfully receive such information. Late payments, missed payments, or other defaults on your Account may be reflected in your business or personal credit report.

Delay in Taking Action. Lender will not lose any of its rights under this Agreement due to delay in taking action for any reason. To the extent allowed by law, Lender may take other action not described in this Agreement, and by doing so will not lose its rights under this Agreement.

Severability. If any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

Applicable Law. The laws of the United States of America, including the Electronic Signatures In Global And National Commerce Act ("E Sign") and the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "FAA"), and the laws of the State of Utah apply to and govern this Agreement and use of the Account.

Limitation on Product Claims. Borrower agrees that with respect to any Product financed by the use of this Account: (1) Borrower has and will select the Product; (2) Lender is only financing the Products at Borrower's request; (3) Lender does not directly or indirectly offer, sell, select, or provide any Products; and (4) Lender is not a seller, supplier, merchant, or warrantor of the Products. Accordingly, Borrower agrees that it will not assert any claims that it may have with respect to the Products against the Lender (or any assignee of Lender), Borrower's obligation to pay Lender (including its assigns) under this Agreement is unconditional and Borrower may not withhold, set off or deduct payments due under this Agreement for any reason.

ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

Arbitration. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract, tort, intentional or otherwise, constitution, statute, common law, or equity and whether pre-existing, present or future, including initial claims, counter-claims, cross-claims and third-party claims), arising from or relating to the Agreement or the relationships which result from this Agreement, including the validity or enforceability of this arbitration provision, any part thereof or the entire Agreement ("Claim") shall be decided, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed, including any applicable procedures for consumer-related disputes. **NEVERTHELESS, WE RETAIN THE RIGHT TO USE JUDICIAL OR NON-JUDICIAL RELIEF TO ENFORCE THE MONETARY OBLIGATION UNDER THIS AGREEMENT AND THE GUARANTY, TO RECOVER THE PRODUCTS AND TO ENFORCE OUR SECURITY INTEREST IN THE PRODUCTS.** The party initially requesting arbitration shall select either the American Arbitration Association ("AAA") or JAMS (originally, Judicial Arbitration and Mediation Services) as the arbitration administrator. If the organization selected is unacceptable to you, you have the right to select the other organization listed within 30 days after you receive notice of an election to arbitrate. If a selected arbitration administrator does not agree to arbitrate a Claim, the remaining arbitration administrator shall be selected. Claims may be referred to an administrator other than the AAA or JAMS only upon the express written consent of all parties to the arbitration. We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court.

It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.** Notwithstanding any other provision herein, this arbitration provision shall not apply to any Claim as to which the foregoing limitations on consolidated, class action or representative arbitration are not permitted by applicable law.

For the purposes of this arbitration provision, the terms, “we” and “us” shall mean WebBank and Dell Financial Services L.L.C., their parents, direct and indirect subsidiaries, affiliates, licensees, predecessors, successors, assigns and any purchaser of the Account or any receivables arising from the use of the Account, and each of their respective employees, directors and representatives. In addition, for the purposes of this arbitration provision, “we” and “us” shall mean any third party providing any products or services to you or us in connection with the Account (including but not limited to any credit bureau, debt collector or vendor, Participating Merchant, and including their parents, direct and indirect subsidiaries, affiliates, licensees, predecessors, successors and assigns, and each of their respective employees, directors and representatives) if such third party is a co-defendant with us in any Claims asserted by you or if any Claims asserted by you against such third party arise from or are related to the Account or any products or services provided to you or us in connection with the Account. For the purposes of this arbitration provision, the term “you” shall mean the person or entity that applied for this Account, any individual jointly and severally liable for the Account, any Guarantor, any person authorized to use the Account, and each of their respective successors and assigns. The foregoing shall not limit any existing rights at law or equity of any other persons under this arbitration provision.

Any arbitration pursuant to this provision may be resolved without a hearing if permitted by the rules of the arbitration administrator. If a hearing is held, it shall take place within the federal judicial district either in which your mailing address is located or where any Guarantor lives, or at such other reasonably convenient location as agreed by the parties.

If you initiate arbitration and the amount of your claim is less than \$5,000, you must pay the lesser of one-half of any required arbitration fees or \$125, unless the applicable rules and procedures of the arbitration administrator or this arbitration provision provides for a lesser amount, and we will pay the remaining amount of any fees, including any required deposit. In all other cases, each party shall be responsible for paying its own share of arbitration fees in accordance with the applicable rules and procedures of the arbitration administrator. You may seek a waiver of any required arbitration fees under the applicable rules of the arbitration administrator. If you seek but do not qualify for such a waiver, upon written request we will consider an advance of part of all of any arbitration fees required to be paid by you.

The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitation and shall honor all claims of privilege and confidentiality recognized at law. The arbitrator shall be empowered to grant whatever relief would be available in court under law

or in equity. Each party shall be initially responsible for payment of its own attorney fees, witness fees and similar expenses. At the conclusion of the arbitration, the arbitrator may allocate arbitration fees as costs of court in accordance with applicable law; however, the total arbitration costs paid by you may not exceed the costs of court you would have incurred if your Claim had been brought in a state or federal court with jurisdiction over the Claim. Where authorized by applicable law, the arbitrator's award may also include attorney fees, witness fees and similar expenses. At the request of any party, the arbitrator will provide a written explanation of the basis for the award and the disposition of each Claim, including written findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The non-prevailing party may appeal under the applicable rules of the arbitration administrator to a three-arbitrator panel.

This arbitration provision shall survive termination of your Account as well as the repayment of all amounts you owe under the Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision, provided, however, that if any provision of this arbitration agreement forbidding arbitration on a consolidated, class-action or representative basis is deemed invalid or unenforceable with respect to a Claim, then this arbitration provision shall, upon the election of either party, be invalidated and unenforceable in its entirety with respect to that Claim. In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, this arbitration provision shall govern.

YOU ACKNOWLEDGE THAT IF A CLAIM ARISES YOU MAY BE REQUIRED TO SETTLE THE CLAIM THROUGH ARBITRATION AND ARE GIVING UP YOUR RIGHTS TO LITIGATE THAT CLAIM IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

You may contact the arbitration administrators and obtain their arbitration rules or learn how to file a Claim with the AAA or JAMS as follows:

American Arbitration Association
(800) 778-7879
www.adr.org

JAMS
(800) 352-5267
www.jamsadr.com

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