

**MISSION FINANCIAL PARTNERS LLC  
PLANT YOUR CHANGE FOR ALL  
SERVICE AGREEMENT**

This Customer Service Agreement (“Agreement”) sets forth the respective rights and obligations of Mission Financial Partners, LLC (“Vendor” a/k/a “Mission”) and you in connection with the standalone Plant Your Change For All Service (“Service(s)”). The Agreement includes the application you submit to start the Service, and the supplements, disclosures and other agreements (each a “Supplement”) for the Service for which you have applied to receive from Mission. Vendor reserves the right to amend or terminate any such Supplement at any time. Both the Agreement and all applicable Supplements are subject to Mission’s approval. Vendor reserves the right to decline any request to provide Service. Please note that Service is not available to non-resident aliens or individuals lacking an applicable and/or qualifying funding account. “You” or “your” means each natural person or legal entity indicated in the application for the Service on whose behalf this Agreement has been signed.

1. **Entity Organization.** Mission Financial Partners, LLC is a limited liability company. An affiliate, Mission Investment Adviser, LLC is a registered investment advisor. Mission Financial Partners, LLC and Mission Investment Adviser, LLC are wholly-owned subsidiaries of MFP Capital Group, Inc, Inc., a holding company.
2. **Service Overview.** Vendor provides you access to “Service,” a modified, standalone version of Mission’s Plant Your Change Service, also known as Plant Your Change For All. In order to access Service, you must (i) sign up through the Service “website landing page”, (ii) link a “qualifying financial account,” and (iii) process a “qualifying financial transaction” through the linked “qualifying financial account.”
  - 2.1. **Website Landing Page.** Service may only be applied for and accessed through the Mission Plant Your Change For All website landing page, found at: [www.plantyourchange.com](http://www.plantyourchange.com) and/or [pyc.aspiration.com](http://pyc.aspiration.com). Once Service is activated, you have access to a Plant Your Change For All Service Dashboard (“Dashboard”), found at [pyc.aspiration.com](http://pyc.aspiration.com). The Dashboard provides additional Services, including the ability to pause Service, limit Service, and/or cancel Service. The Dashboard also provides for the viewing of your “qualifying financial transaction” history. The Dashboard may market or advertise additional services and products offered or provided through an affiliate (See Section 1. Entity Organization).
  - 2.2. **Qualifying Financial Account.** In order to access and use Service, you must link and connect a qualifying financial account. This is defined as an account at a US-based financial institution in good standing with a federal functional regulator and/or FinCEN as defined under 31 C.F.R. 1010.100(r)-(s). Furthermore, in order to access Service, the linked qualifying financial account must provide for the issuance of a physical and/or digital debit card, credit card, cash management account card, and/or other financial service(s) card that accesses depository and/or investment funds used for the purchase of a good or service. (“Linked Card”). A Linked Credit Card must be additionally connected to a checking account, debit account, or cash management account in order to avoid interest charges or penalties.
  - 2.3. **Qualifying Financial Transaction.** In order for Service to function, your Linked Card must be used to process and/or transact payment for the purchasing of a good, product, and/or service. A qualifying credit card transaction will be set-off against the linked checking account, debit account, or cash management account.
3. **Disclaimer & Fees.**
  - 3.1. When you choose to add Service to your Qualifying Financial Account, Vendor rounds up the amount of a Qualifying Financial Transaction made to the next whole dollar amount (from \$XX.01 to \$XX.99), and transfers the amount in excess of the purchase price to a Service Account. Even dollar transactions (\$XX.00) are not considered qualifying transactions and are not eligible to be rounded up for this Service.
  - 3.2. The Service then plants a tree through a preselected tree-planting partner for each completed qualifying financial transaction. The Service charges a variable service fee (the “Service Fee”) ranging from \$0.01 up to a maximum of \$0.99 per completed Qualifying Financial Transaction. The Service Fee from qualifying financial transactions are automatically included in the rounded up transaction amount, and encompasses the cost of a to-be planted tree through a preselected tree-planting partner, administrative costs, marketing and promotion costs, third-party vendor fees, and other conditional costs. Vendor may retain, dependent upon the Service Fee for a particular transaction, the remainder.

- 3.3. You maintain responsibility not to place your qualifying financial account in overdraft status, and Mission is not liable for any overdraft costs, fees, or penalties. If your qualifying financial transaction is subsequently canceled or reversed, the corresponding Service Fee may remain. The Plant Your Change For All Service is not a securitized product or investment and participation in the Service should not be considered an offer to purchase any security or investment. Vendor may cancel or modify the Service at any time and without notice. Fraud or illegal activity may void participation, retroactively reverse participation, and may subject you to legal action. You may cancel Service at any time.
4. **Service History.** Once Service is activated, Service provides access to a Dashboard, found at [pyc.aspiration.com](http://pyc.aspiration.com). The Dashboard provides for the viewing of a “qualifying financial transaction” history.
5. **Pausing, Limiting, or Canceling Service.** Once Service is activated, Service provides access to a Dashboard, found at [pyc.aspiration.com](http://pyc.aspiration.com). The Dashboard provides additional Services, including the ability to pause Service, limit Service, and/or cancel Service. The Dashboard may market or advertise additional services and products offered or provided through an affiliate (See Section 1. Entity Organization).
6. **Additional Services Marketed Through Vendor and Affiliates.** You agree that Mission may provide, offer, advertise, market, and/or promote certain other services and/or products to you with or through its affiliates (See Section 1. Entity Organization). This Agreement is entered into by Vendor on its own behalf and on behalf of its affiliates. All rights and limitations of liability and obligations of Vendor in this Agreement are for the benefit of Vendor and each of its present and future affiliates. You further agree and irrevocably appoint Vendor with full power as your true and lawful attorney-in-fact, to the extent permitted by law, for the purpose of carrying out the provisions of this Agreement.
7. **Online Services.**
- 7.1. This Agreement permits you to access certain Services through Vendor and affiliate website(s) (“Online Services”) (See Section 1. Entity Organization). You may also be eligible to use certain mobile services offered by Vendor. Those services are governed by the affiliate's [Mobile Services Terms](#), [Privacy Policy](#), and the [Funds Availability, Transaction Limits and EFT Disclosures](#) which supplements this Agreement.
- 7.2. You acknowledge and agree that Vendor may monitor and record your use of its website and any communications between Vendor and you that occur over the Internet or any other network, including telephone, cable and wireless networks, and that it may use the resulting information for internal purposes or as may be required by Applicable Law as defined below. Any such monitoring and recording is carried out consistent with an affiliate’s privacy policy
- 7.3. Vendor is not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with accessing the Internet or the Online Services. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your access device. We are not responsible for any errors or failures resulting from defects or malfunctions of the software associated with the Online Services. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR ACCESS DEVICE OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7.4. You authorize us to follow any instructions entered through the Online Services notwithstanding any dual or multiple signature requirement identified in documentation relating to Service. You agree and intend that the authorization of transactions through the Online Services shall be considered the same as your written signature in authorizing us to perform any actions relating to the transactions requested. You also agree that use of your password is the agreed security procedure to access the Online Services and that such security procedure is commercially reasonable. You agree to keep your password confidential, to prevent unauthorized access to Service, and to prevent unauthorized use of the Online Services. You agree not to give your password or make it available to any person or entity who is not authorized to access Service for the purpose of performing the transactions contemplated by this Agreement or who intends or may use the Online Services for the purpose of accessing and compiling account data for such person’s or entity’s own commercial gain. You should change your password frequently. You understand that for security purposes, Vendor may require you to periodically change your password used to access Service. You are responsible for all transactions you initiate or authorize using the Online Services. If you allow any other person to use your password or the Online Services, you authorize that person to access Service and you are responsible for all transactions that person initiates or authorizes in connection with Service. Tell us AT ONCE if you believe that your password has been lost or stolen or that a Service

Account has been or may be accessed without your authorization. You agree to take any reasonable actions requested by us to prevent unauthorized transactions to Service. Notwithstanding anything to the contrary in this Agreement, you are liable for any unauthorized use of the Online Services in these instances unless otherwise provided by Applicable Law or this Agreement, including any Supplements.

- 7.5.** In addition to protecting your password and other Service information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, etc. This information by itself or together with other Service information may allow unauthorized access to Service. It is your responsibility to treat personal information with the same level of care as your Service information. You also are responsible for protecting and securing all information and data stored on your access device's hard drive or similar storage system.
- 8. Ownership.** You agree that by linking a qualifying financial account, you are the legal owner of the account. Any misrepresentation, omission, or fraudulent use of an identity and/or qualifying financial account not your own may subject you to civil, criminal, and/or administrative liability. By signing up for and using Service, you are endowed with all the legal and equitable rights and subject to all the obligations and conditions that the form of ownership imposes. You represent that no one has an interest in your use of Service except you or others that you may have previously disclosed to Mission as part of your application to use Service.
- 9. Transfer of Assets into Service.** You agree that all Plant Your Change For All qualifying financial transactions and/or Service Fees due under Service is in Good Deliverable Form, unless Vendor otherwise approves. "Good Deliverable Form" means freely transferable, properly endorsed, registered and fully negotiable. You agree that your qualifying financial account is with a US-based financial institution in good standing with a federal functional regulator and/or FinCEN as defined under 31 C.F.R. 1010.100(r)-(s). You agree to give Vendor timely information relating to any restrictions on the transfer of any qualifying financial transactions. You further agree to timely satisfy all legal transfer requirements and, if necessary, to furnish all necessary documents before and after Service Fees are transferred.
- 9.1. Service Payment.** You agree to pay the Service Fee associated with access to and use of Service.
- 10. Transfer of Assets out of Service.** You may not sell or transfer your use of and/or access to Service to any third-party. There is no withdrawal or disbursement feature or function. Service is not intended to provide any payment, dividend, or recoupment of funds for Service users.
- 11. Right to Refuse and/or Terminate Service; Vendor Discretion.** Vendor may, at our discretion, refuse to accept the Service Fee from your qualifying financial account and/or refuse to accept qualifying financial transactions for any reason, without notice, and/or without cause. Vendor may, at our discretion, terminate your access to and use of Service, without notice and or cause. We, to the extent practical, try to facilitate your voluntary participation in and access to Service by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your Service is not credited until collection or processing is completed. Fraud or illegal activity may void participation, retroactively reverse participation, and may subject you to legal action
- 12. Overdrawing Your Qualifying Financial Account.** In the event of insufficient funds needed to cover the amount of rounded-up cents (from \$XX.01 to \$XX.99) from a qualifying financial transaction as part of the Service Fee, Vendor may still charge and receive payment for the use of the Service. Funds may also be remitted back to your qualifying financial account. Regardless of the outcome, your qualifying financial account held at your financial institution may charge you a fee (or fees) pursuant to their fee schedule in effect at the time of your request. An overdraft fee may be assessed when your qualifying financial account is in overdrawn status. Vendor may discontinue permitting access to Service as a result of overdraft status without cause or notice to you. Vendor discourages the practice of overdrawing qualifying financial accounts.
- 13. Right of Setoff.** Subject to Applicable Law, we may exercise our right of setoff against any or all of your qualifying financial account without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing arising from the Service Fee(s) and your participation in the Service. You also agree to allow us to apply any subsequently credited qualifying financial transaction made as part of your participation in Service. You may cancel participation in Service at any time.
- 14. Notice; Consent to Receive Communications.**
- 14.1.** You agree that Vendor and affiliates may designate the manner in which you must send different types of communications (including changes in your contact information and trading instructions) to Vendor and the addresses to be used for that purpose. Vendor need not act upon any communications that are transmitted in a manner that is inconsistent with these designations. Vendor has no liability whatsoever for relying on any direction from, or document signed by, any person that it reasonably believes to be you or to be

authorized by you to give the direction or sign the document, whether or not the person actually has authority to do so.

- 14.2. To the extent you use email to communicate with Vendor, you agree to send all emails from an email address designated by you for that purpose, and that, until you notify Vendor of a change in that address, Vendor may assume that all emails sent from that address have been sent by you. You should not transmit any personal or identifying information (such as account numbers, credit or debit card numbers, Social Security numbers, passport or Mastercard® numbers or passwords) via the Internet unless you are certain that the transmission is secure and encrypted. Vendor will send you all notices and other communications according to the contact information that you have provided, and you are responsible for notifying Vendor immediately of any changes in that information. All communications mailed, electronically transmitted or sent to you at the address provided by you for your Service access are deemed to have been delivered to you by Vendor when sent. You waive all claims resulting from any failure to receive these communications.
  - 14.3. You agree to our mailing of materials and other communications related to your Service in one envelope with the other communications related to the Service of others who live at a shared address.
  - 14.4. All communication to you pursuant to this Service Agreement shall be sent to the email address, phone number, mailing address, and/or other channels of communications set forth during Service opening by you unless you designate otherwise in writing. Such communications shall be deemed given when delivered by electronic transmittal and shall be effective immediately upon the date acknowledged by return receipt. Notice may be given to the Vendor by visiting “website landing page” and logging in to the Dashboard.
  - 14.5. By providing Vendor with your e-mail addresses, telephone numbers, facsimile numbers, and any successor or additional email addresses, telephone numbers, and facsimile numbers, you consent to receive emails, telephone calls, text messages, SMS messages, push notifications, faxes, or other forms of communication from Vendor in connection with Service, including but not limited to, the offer of any affiliate products or services. You may revoke this consent at any time in writing to One Embarcadero Center, Suite 800, San Francisco CA 94111 and/or by contacting Support.
  - 14.6. Additional notice regarding Service is given to the Vendor by making changes to the Service Dashboard found on the Website Landing Page. Notice regarding other Service details, such as bank instructions and address, is given by making changes to the Settings page. Notice is considered received by the Vendor at the time changes are made on the website landing page and/or the Dashboard.
  - 14.7. You agree to provide to Vendor any information that Vendor may reasonably request or require in order to comply with Applicable Law, including tax laws, or to reduce any tax that may be imposed on Vendor and its investors. In addition, you agree to update such information if and when any such information is no longer true or correct and to provide any additional information required pursuant to any change in law, or the application or interpretation thereof.
  - 14.8. You may revoke this consent at any time by contacting Vendor at 800-683-8529. You may resume receiving marketing materials and other communications related to your Service separately within thirty days of our receiving your notice of revocation.
- 15. Conflicts of Interest.** Vendor may receive compensation when you purchase products and/or use services offered through affiliates (See Section 1. Entity Organization). You acknowledge that you understand the risks and conflicts of interest disclosures referred to herein.
- 16. Nondisclosure of Confidential and Material, Nonpublic Information.** Vendor and affiliates (See Section 1. Entity Organization) provide a variety of services to its customers. In connection with providing these services, Vendor and affiliates may, from time to time, come into possession of confidential and material, nonpublic information. Vendor and affiliates are prohibited from improperly disclosing or using such information for its own benefit or for the benefit of any other person, regardless of whether such other person is a user of Service. Vendor and affiliates maintain and enforce written policies and procedures that prohibit the communication of such information to persons who do not have a legitimate need to know such information and to assure that it is meeting its obligations to customers and remains in compliance with Applicable Law. You understand and agree that these policies and procedures are necessary and appropriate and recognize that, in certain circumstances, Vendor and affiliates will have knowledge of certain confidential or material, nonpublic information which, if disclosed, might affect your decision to use Service or affiliate products and services, but that Vendor and affiliates will be prohibited from communicating such information to you or

using it for your benefit.

- 17. Your Responsibility Regarding Your Account.** You assume full financial responsibility with respect to all transactions executed for your use of Service and for your qualifying financial transaction decisions. Except as required by law, any payment you are required to make under this Agreement shall be made without withholding or deducting any taxes, levies, imposts, duties, charges, assessments or fees of any nature, including interest, penalties and additions thereto. If any such amounts are required to be withheld or deducted by Applicable Law in any local jurisdiction, you shall pay such additional amounts as necessary to ensure that the net amount received by Vendor is equal to the amount that Vendor would have received under the Service Fee had no such withholding or deduction been required. You acknowledge that Vendor does not provide tax, accounting or legal advice and that you are responsible for these matters. You should consult with your tax adviser, financial advisor, and/or legal advisor regarding the consequences of your decisions.
- 18. Power and Authority; Joint Ownership.**
- 18.1. If you are a natural person, you represent that you are at least 18 years of age and the age of majority in your jurisdiction and you are competent to enter into this Agreement and perform your obligations under it. If you are a legal entity, including a corporation, partnership, estate or trust, you represent that you have all necessary power and authority to execute and perform this Agreement and that the execution and performance of this Agreement will not cause you to violate any provisions in your charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument. You further represent that this Agreement, as amended from time to time, is your legal, valid and binding obligation, enforceable against you in accordance with its terms.
  - 18.2. If there is more than one qualifying financial account holder, the legal ownership of the account is as designated on the Service application. If no designation is made, each accessor to Service directs Vendor to establish the Service as joint tenants with rights of access to the Service. Each owner of a joint account is joint and severally liable for any obligations or liabilities resulting from one account owner's actions. This means, among other things, that Vendor may enforce this agreement against all account owners or against any owner individually.
  - 18.3. State laws covering joint or community property vary by state, and joint participation in the Service through use of a joint qualifying financial account may not be available in all states for legal or other reasons. Accordingly, you are responsible for verifying that the joint ownership is valid in your state.
  - 18.4. If your qualifying financial account is a joint account with two or more owners, each joint owner agrees that each joint owner will have authority on behalf of all of the joint owners to deal with Vendor as fully and completely as if each was the sole owner of the Account, all without notice to the other joint owner(s). Notwithstanding the foregoing, each joint owner agrees that Vendor may, at its sole discretion: (i) require joint instruction from some or all of the joint owners before taking action under this Agreement; and (ii) if Vendor receives instructions from any joint owner that are, in Vendor's opinion, in conflict with instructions received from any other joint owner, comply with any of these instructions and/or advise each joint action as to any of these instructions until it receives instructions from any or all of the joint owners that are satisfactory to it. Notice provided by Vendor to any joint owner is deemed notice to all joint owners. Each joint owner further agrees that it, he or she is jointly and severally liable for the other joint owner.
  - 18.5. If you are not a natural person, each of the persons accepting this Agreement on your behalf represents that he or she acting alone has full power and authority to deal with Vendor on your behalf without notice to you, any other joint owner or any other undersigned person.
  - 18.6. Each owner of a joint qualifying financial account may act as if he or she or they were the sole owner of the account, with no further notice or approval necessary from any joint owner. However, when it deems necessary, Vendor reserves the right to require, at any time, the written consent of all account owners and/or authorized persons before acting on an instruction from any account owner or authorized person.
  - 18.7. Vendor is legally considered to have fulfilled an obligation to the account if Vendor fulfills it with respect to just one account owner. This means, for example, that if Vendor provides notice to one account owner then Vendor has provided notice to all account owners. As noted above, unless Vendor has received written notice to the contrary, Vendor has no obligation to question any instruction of a joint account owner (or authorized person) that appears to be authentic, or to let other owners know about any changes an owner has made to the account.
  - 18.8. For joint tenants with rights of survivorship and tenants by the entirety, the entire interest in the Service

generally goes to the surviving account owner(s) upon the death of the other account owner, on the same terms and conditions as set forth herein. For tenants in common, a deceased account owner's interest (which equals that of the other account owner(s) unless specified otherwise) goes to that account owner's legal representative. Tenants in common are responsible for maintaining records of the percentages of ownership.

## **19. Disclaimer of Liability.**

19.1. **Limitation of Liability.** To the extent permitted by law, Vendor shall not be liable for any expenses, losses, damages, liabilities, demands, charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) ("Losses") by or with respect to the Service or Online Services, except to the extent that such Losses are actual Losses proven with reasonable certainty, are not speculative, are proven to have been fairly within the contemplation of the parties as of the date hereof, and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Vendor's gross negligence or willful misconduct and without limiting the generality of the foregoing, Vendor is not liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable). In addition, Vendor is not liable for lost income or otherwise, if Vendor fails to automatically invest cash balances or automatically redeem shares of a money market fund or bank deposit account in connection with the cash sweep feature described in Section 8.

19.1.1. In the event an action or inaction by Vendor results in an error in your Service not otherwise covered by specific error provisions in this Agreement, Vendor will generally seek to put you in the economic position you would have been had the error not occurred. In such circumstances, you authorize and direct Vendor to move positions purchased or sold in error out of your Service or cash credited to you in error out of your Service in order to remedy the error. Generally, errors resulting in de minimis losses or gains may not be corrected.

19.2. **Indemnification.** Vendor shall have no liability for and you agree to reimburse, indemnify and hold Vendor, its affiliates (See Section 1. Entity Organization) and their partners, directors, officers and employees and any person controlled by or controlling Vendor harmless from all expenses (including legal expenses and reasonable attorneys' fees), losses or damages that result from: (a) your or your agents' misrepresentation, act or omission or alleged misrepresentation, act or omission, (b) Vendor following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions, (c) any of your actions or the actions of yours resulting from the period prior to your relationship with Vendor, and (d) the failure by any person not controlled by Vendor to perform any obligations to you.

**20. Force Majeure.** Vendor shall not be liable for (i) force majeure or other events beyond the control of Vendor, including without limitation any failure, default or delay in performance resulting from computer or other electronic or mechanical equipment failure, unauthorized access, theft, operator errors, government restrictions, exchange or market rulings or suspension of trading, interchange failures, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of Vendor or other causes commonly known as "acts of god", whether or not any such cause was reasonably foreseeable, or (ii) general market conditions unrelated to any violation of this Agreement by Vendor.

## **21. Applicable Rules and Regulations; Compliance with Laws.**

21.1. Your use of Service and any transactions executed through your qualifying financial account is at all times subject to U.S. federal and state laws, rules and regulations of any regulatory body, self-regulatory organization or authority to which Vendor or the activity described herein is subject (collectively, "Applicable Law"). You agree to use Service only in accordance with Applicable Law. In no event is Vendor be obligated to effect any transaction Vendor believes would violate Applicable Law and Vendor may cancel, reverse, and/or invalidate any such qualifying financial transaction(s) at your sole expense if such qualifying financial transaction(s) are deemed to have violated, or be in violation of, any Applicable Law.

21.2. You represent that you are in compliance with all applicable legal, tax, and other financial disclosure obligations to which you are subject relating to this account or the assets therein. You understand and acknowledge that Vendor does not provide legal, tax or accounting advice. Please consult your own advisors regarding your specific circumstances before engaging in any transaction.

21.3. You represent that that all Service-related qualifying financial transactions will comply with all applicable

laws and regulations.

- 21.4. You acknowledge that Vendor does not solicit offers to use Service to any person in any jurisdiction where such offer, solicitation, purchase or sale would be unlawful under the laws of such jurisdiction. If you or another individual associated with the Service resides outside the U.S., Vendor may at any time in its sole discretion terminate that relationship, or modify your rights to access any or all account features, products or services.
22. **Severability.** If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law or legal process, that determination will not affect the validity of the remaining provisions of this Agreement.
23. **Governing Law.** This Agreement is governed and interpreted by the laws of the State of California without reference to the conflict of laws rules, except as superseded or pre-empted by applicable Federal law.
24. **Termination and Survival.** This Service Agreement may be terminated with or without cause upon not less than thirty (30) days written notice by either party to the other (unless the parties mutually agree to any shorter period of notice). Such termination will not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination. Upon termination of this Agreement, Vendor is under no obligation to recommend any action with respect to the funds or other assets outstandingly held in the Vendor as a Service Fee. Sections of this Service Agreement shall survive the termination of this Service Agreement in accordance with law, norms, and mutual understandings. Vendor may terminate this Agreement without notice if you are in breach of this Agreement.
25. **Entire Agreement.** This Agreement represents the entire agreement between the Vendor and you with respect to the subject matter of this Agreement.
26. **Waiver and Modification.** You agree that Vendor may change the terms of this Agreement by giving you notice of the new terms. You agree that you and Service are bound by the changes through any subsequent use of your Service, or if you do not close your Service, within fifteen (15) calendar days of being notified of the changes. Except as specifically permitted in this Agreement, no provision of this Agreement will be deemed waived, altered, modified or amended unless agreed to in writing by Vendor. Vendor's failure to insist on strict compliance with this Agreement or any other course of conduct on our part will not be deemed a waiver of Vendor's rights under this Agreement.
27. **Successors and Assigns.** You agree that this Agreement will, as applicable, be binding upon your heirs, personal representatives, successors, assigns and agents. This Agreement will insure to the benefit of Vendor and its successors, assigns and agents. You may not assign your rights and obligations under this Agreement. Any unauthorized assignment will have no legal effect. Vendor may assign any of its rights and obligations under this Agreement to any of its affiliates or successors upon written notice.
28. **No Third-Party Beneficiaries.** Neither party intends for this Agreement to benefit any third party not expressly named in this Agreement.
29. **Waiver and Counterparts.** The waiver by you or Vendor of a breach of any provision or condition of this Agreement shall not operate, or be construed, as a waiver of any other breach or an assent to a failure to comply with a condition or provision. This Agreement may be executed in any number of counterparts by you, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.
30. **Sovereign Immunity or Similar Defense.** If you are entitled to claim sovereign immunity or a similar defense, you hereby waive all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment) and execution to which you might otherwise be entitled in any action or proceeding in the courts of the United States or of any other country or jurisdiction relating in any way to your account and agree that you will not raise, claim or cause to be pleaded any such immunity at or in respect of any such action or proceeding.
31. **Binding Arbitration.**
  - a. **This Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**
    1. **All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.**
    2. **Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.**

3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

4. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

5. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

6. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

b. You agree to settle by arbitration any controversy between you and Vendor arising out of or relating to this Agreement or your use of the Service. The arbitration will be conducted in accordance with the rules then in effect for the Financial Industry Regulatory Authority. The award of the arbitrator or a majority of the arbitrators, as the case may be, will be final, and judgment upon the award rendered may be entered in any court having jurisdiction.

c. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. the class certification is denied; or
2. the class is decertified; or
3. the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

This Agreement contains a predispute arbitration clause located on pages 07 to 08,

section 31. Electronic Signature:

YOU WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING "I AGREE" OR OTHER SIMILARLY WORDED BUTTON. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, YOU WILL CALL VENDOR AT 1-800-683-8529. YOU UNDERSTAND THAT CLICKING "I AGREE" IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT, AND YOU WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. YOU UNDERSTAND THAT VENDOR RESERVES THE RIGHT TO AMEND, MODIFY OR TERMINATE THIS AGREEMENT AT ANY TIME OR FROM TIME TO TIME IN ACCORDANCE WITH SECTIONS 40 AND 42 HEREOF, WITH REVISED TERMS POSTED ON VENDOR'S WEBSITE. YOU AGREE TO CHECK THE VENDOR WEBSITE REGULARLY FOR UP-TO-DATE INFORMATION ABOUT VENDOR'S SERVICES AND THEIR ASSOCIATED FEES AND CHARGES. YOU UNDERSTAND THAT ANY SUCH CHANGES WILL BE EFFECTIVE IMMEDIATELY UNLESS YOU ARE OTHERWISE NOTIFIED. YOU ALSO UNDERSTAND THAT BY CONTINUING TO MAINTAIN YOUR USE OF SERVICE, YOU ARE ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS UNTIL SUCH TIME AS ALL OBLIGATIONS TO VENDOR HAVE BEEN FULLY DISCHARGED AND SERVICE IS CANCELED AT YOUR REQUEST OR IN VENDOR'S SOLE DISCRETION.



