

Apple Card Customer Agreement

Your Apple Card Rates

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<p>13.24% to 24.24% when you open your account, based on your creditworthiness.</p> <p>After that, this APR will vary with the market based on the Prime Rate.</p>
How to Avoid Paying Interest on Purchases	<p>Your due date is at least 28 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance (adjusted for any financing plan) by the due date each month.</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at https://www.consumerfinance.gov/learnmore</p>

Fees	
Annual Fee	None
Transaction Fees	None
Penalty Fees	None
Other Fees	None

HOW WE WILL CALCULATE YOUR BALANCE:

We use the daily balance method (including new Transactions).

PRIME RATE:

Variable APRs are based on the 5.50% Prime Rate as of 12/31/2018.

Welcome to Apple Card!

Your Apple Card Account is issued by Goldman Sachs Bank USA, Salt Lake City Branch ("**Bank**", "**we**", "**us**", or "**our**") and this is a legal agreement between you and us. By using your Apple Card Account or adding your Card to Apple Wallet, you are agreeing to be bound by this "**Agreement**", which includes this Apple Card Customer Agreement, together with your rates information, which can be found in your Apple Wallet. Please read it carefully, and keep a copy for your records.

You can view, print, save and email current versions of the Agreement at any time from your Apple Wallet, or you can request this Agreement by contacting us.

CONTACTING US

Except as explicitly set forth in this Agreement, you can contact us with questions or other matters about your Account by:

- Using Messages;
- Calling us toll-free at 877-255-5923; or
- Writing to us at Lockbox 6112, P.O. Box 7247, Philadelphia, PA 19170-6112.

If you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner, or at all.

CHANGES TO THIS AGREEMENT

Subject to applicable law, we may change any term of this Agreement, or add new provisions, at any time in our sole discretion. If we are required by law to provide you with notice of any changes to this Agreement, we will do so in accordance with the "Electronic Communications Agreement" we have already provided to you. Subject to applicable law, your continued access to or use of your Account following such notice shall be deemed to be your acceptance of such modified version of this Agreement. If you do not agree to this Agreement or any revised version of this Agreement, we may require you to close your Account. When your Account is closed, (i) in cases where you have a right to reject a change pursuant to applicable law, we will not apply that change to your Account; and (ii) in all other cases, the revised version of this Agreement will apply while you repay your outstanding balance.

THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION, WHICH IS SET FORTH AT THE END OF THIS AGREEMENT.

Important Definitions

This section defines some important terms used in this Agreement.

"Account" means the Apple Card consumer credit account opened for you under this Agreement.

"Business Day" means Monday through Friday, excluding all U.S. federal holidays.

"Card" means any physical, digital or virtual card, or other means to access an Account.

"Cash Advance and Cash Equivalents" means any cash advance and other cash-like transaction, including purchases of cash equivalents such as travelers checks, foreign currency, or cryptocurrency; money orders; peer to peer transfers, wire transfers or similar cash-like transactions; lottery tickets, casino gaming chips (whether physical or digital), or race track wagers or similar betting transactions.

"Credit Limit" means the maximum amount of credit we allow on your Account.

"Eligible Device" means any device that is associated with your Apple ID, has internet access and has a version of iOS, iPadOS, watchOS or macOS (as applicable) installed on such device that supports the use of Apple Card, including a Required Device.

"iMessage" is Apple's messaging service that allows you to send texts, photos, videos and audio messages from your Eligible Device.

"Messages" is an Apple messaging app that lets you send text messages and iMessages to anyone with a Mac, an iOS, iPadOS or watchOS device using iMessage.

"Month" means each calendar month.

"Monthly Balance" means the total amount you must pay each month in order to maintain or regain a Grace Period. We also refer to this amount using the name of each specific month. For example, your Monthly Balance for January may also be referred to as your January Balance.

"Monthly Statement" means the Account statement that we provide to you at the beginning of each month.

"New Balance" means the total amount owing on your Account at the end of a month. It will be shown on each Monthly Statement. The New Balance includes the total amount you owe on any financing plan or plans, including future payments that you are not yet required to pay in order to maintain or regain a Grace Period.

"Purchase Transaction" means a purchase or lease of goods or services using your Account.

"Required Device" means an iOS or iPadOS device that has a version of iOS or iPadOS (as applicable) that supports the use of Apple Card, has internet access, and has a passcode enabled.

"Transaction" means any Purchase Transaction, any other transaction made using your Account, or any other adjustment transaction made to your Account.

"You," "your," and **"yours"** mean an individual for whom an Account has been approved by us.

Your Account

This section explains the technical requirements needed to establish and use an Account, limitations on your use of the Account, and your obligation to pay us amounts billed to your Account.

ELIGIBILITY

To be eligible for and to maintain an Account, you must:

- have an Apple ID associated with an iCloud account that is in good standing with Apple, as well as a valid email address associated with your Apple ID; and
- have Apple's two-factor authentication turned on for your Apple ID that is associated with your iCloud account.

USING YOUR ACCOUNT

You may use your Account to make Transactions. You may not use or permit your Account to be used for:

- Any illegal purpose, including in connection with unlawful domestic or international gambling websites or to purchase illegal goods or services;
- Cash Advances and Cash Equivalents;
- Any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or with any person or entity subject to these sanctions; or
- Paying any debts to us.

If your Account is used for any Transaction not permitted by this Agreement, we will treat these Transactions as Purchase Transactions for purposes of applying interest, and you are responsible for these Transactions and any related interest or Daily Cash Adjustments.

YOUR CREDIT LIMIT

We may increase or decrease your credit limit at any time, subject to applicable law.

We may authorize Transactions that, together with previously authorized Transactions, interest and other amounts billed to you, cause your outstanding balance to exceed your credit limit. If we do, you will be responsible for paying that amount.

USING YOUR ELIGIBLE DEVICES & CARDS

At the time your Account is created, a digital Card will automatically be added to your Apple Wallet on the Required Device that you used to apply for an Account. You can use Cards to make Transactions on your Account. You can add a Card to your Eligible Devices, but you must maintain a Required Device with a digital Card to manage your Account electronically. Without a Required Device, you will only be able to manage your Account by contacting us by phone or mail, and your Monthly Statement will only be sent to you by email or mail. If you do not maintain a Required Device, we may close your account.

If you make unauthorized modifications to your Eligible Device, such as by disabling hardware or software controls (for example, through a process sometimes referred to as "**jailbreaking**"), your Eligible Device may no longer be eligible to access or manage your Account. You acknowledge that use of a modified Eligible Device in connection with your Account is expressly prohibited, constitutes a violation of this Agreement, and could result in our denying or limiting your access to or closing your Account as well as any other remedies available to us under this Agreement.

PHYSICAL COMPANION CARD

Upon your request, we will issue you a physical Card that you can use to make Transactions from your Account. We reserve the right to reject any request for a physical Card that we deem unreasonable or abusive. You may not obtain a physical Card for use by another person.

DECLINED TRANSACTIONS

We may decline Transactions for any reason, including suspected or actual fraud, violation of applicable law, your default under this Agreement, or if you exceed your credit limit. We are not liable to you or anyone else if we do not authorize a Transaction, even if the charge is within your credit limit or you are not in default. If we decline a Transaction, we may advise the person who attempted the Transaction that it was declined. We are not responsible if anyone refuses to accept your Card.

RETURNS

When you return an item purchased under your Account, the merchant refund will appear as a credit on your Account along with a charge to reverse any related Daily Cash that you had previously earned.

PROMISE TO PAY

You promise to pay us all amounts charged to your Account under this Agreement, including all Transactions, interest and other amounts billed to you.

PROTECTING YOUR ACCOUNT INFORMATION, CREDENTIALS, AND ELIGIBLE DEVICES

You are solely responsible for maintaining the security of your Cards, your Eligible Devices and their passcodes, your Apple ID, and any other authentication credentials used in connection with your Account (collectively, your "Credentials"). If you authorize or allow anyone else to use your Account (e.g., by providing your physical Card or the passcode to your Eligible Device, allowing a third party to set up Face ID or add their fingerprint to use Touch ID, or otherwise providing any of your Credentials to a third party), the person may be able to make Transactions using your Account, and you will be liable for all Transactions made on your Account by that person.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Contact us IMMEDIATELY if you believe your physical Card or any Eligible Device with a Card has been lost or stolen, your Credentials have been compromised, or your Account has been accessed without your permission. You will not be liable for any unauthorized transactions made on your Account.

TRANSACTIONS MADE IN FOREIGN CURRENCIES

Transactions made in a currency other than U.S. dollars will be converted into U.S. dollars. We do not add any foreign exchange rate fee to these Transactions. The conversion will be performed by Mastercard International, the payment network associated with your Account (the "Network"). The Network follows its own methods for conversions that are subject to change. The conversion will occur on the day the Transaction is processed by the Network, which may be different than the date of the Transaction. As a result, the conversion rate may differ from the rate as of the Transaction date or the date the Transaction is posted on your Account.

NETWORK BENEFITS

The Network makes benefits available with your Account that are not part of this Agreement and are subject to change or cancellation. Details about Network benefits can be found in the Wallet app.

Daily Cash Program

This section explains how you can earn and receive Daily Cash in connection with your Account.

HOW YOU EARN DAILY CASH

Earning Daily Cash

You will earn Daily Cash on every Purchase Transaction posted to your Account as described below:

Transaction type	Daily Cash percentage
Goods or services purchased directly from Apple. These include purchases from Apple retail stores, the Apple online store, iTunes, Apple Music and other Apple-owned properties.	3% of the transaction amount
App Store purchases (including In-App Purchases [*]).	
Apple Pay Purchase Transactions	2% of the transaction amount
All other Purchase Transactions	1% of the transaction amount

^{*}"In-App Purchases" means content, services or functionality that you can buy for use in apps on your Apple devices, including premium content, digital goods and subscriptions.

If any Purchase Transaction is covered by more than one Transaction type, the highest Daily Cash percentage will apply. For example, a Purchase Transaction at an Apple-owned retail store using Apple Pay would earn 3% Daily Cash, but would not also earn the 2% Daily Cash for Apple Pay transactions.

You may earn Daily Cash as long as your Account remains open and in good standing, except as otherwise provided in this Agreement.

Any accrued but unredeemed Daily Cash will not earn or accrue any interest, and we do not consider this Daily Cash when calculating the interest or Minimum Payment Due on your Account.

HOW YOUR DAILY CASH WILL BE CALCULATED

Daily Cash will be calculated based on the amount of each Purchase Transaction posted to your Account, multiplied by the above-listed percentage corresponding to the Transaction type. Daily Cash will be rounded to the nearest cent but will not be less than one cent.

EXCEPTIONS

You will not earn 3% Daily Cash for purchases of Apple goods and services that are sold through third party retail or online stores, including any Apple authorized resellers, or if you make your payment through a third party wallet.

You will not earn Daily Cash for transactions that are not permissible under this Agreement or on purchases made for purposes of resale.

HOW YOU RECEIVE DAILY CASH

Apple Cash

Apple Cash is a prepaid card in Wallet that can be used to send money to friends, and to make purchases with Apple Pay in stores, apps and websites.

If you have an Apple Cash account that is active and in good standing, we will automatically transfer earned Daily Cash to your Apple Cash account when the Purchase Transaction for which you earned the Daily Cash is posted to your Account (an "**Automatic Transfer**").

Apple Cash accounts are currently provided by a third party bank and are subject to separate terms and conditions. You agree that we may share information about your Daily Cash program activity with the Apple Cash provider in order to support the program by which your Daily Cash is transferred to your Apple Cash account. We are not responsible for, and will have no liability whatsoever arising from, your use of Apple Cash or any other products or services offered by the third party bank.

Credit to Your Account

If you do not have an Apple Cash account that is active and in good standing, or any attempted transfer to your Apple Cash account fails for any reason, we will not make Automatic Transfers of your Daily Cash, and any Daily Cash you earn will accrue without Automatic Transfer.

- If you have an accrued but unredeemed Daily Cash balance, you can use the Wallet app to redeem all of your accrued but unredeemed Daily Cash as a credit to your Account. Daily Cash redemptions as a credit to your Account are considered payments.
- If you later establish an Apple Cash account that is active and in good standing, then any accrued but unredeemed Daily Cash balance will be transferred to your Apple Cash account no later than your next posted Purchase Transaction, and Automatic Transfers will begin with your next posted Purchase Transaction.

If you have an accrued but unredeemed Daily Cash balance at the time your Account is closed, we will automatically apply that balance as a credit to your Account, unless prohibited by law, in which case we will pay you the amount of the Daily Cash balance via electronic funds transfer or by sending you a check.

DAILY CASH ADJUSTMENTS AND CORRECTIONS

If a credit is issued to your Account as provided below, we will charge your Account an amount up to the amount of any Daily Cash you accrued for the transaction(s) related to the credit (a "**Daily Cash Adjustment**"). A Daily Cash Adjustment can be incurred in any of the following circumstances:

- If you make a return or a merchant otherwise credits your Account;
- if you successfully dispute a transaction for which you initially earned Daily Cash, which results in a permanent credit being applied to your Account; or
- if you are violating the terms of this Daily Cash program, or if we believe you are abusing or gaming this Daily Cash program.

Example:

You made a purchase of \$100 and earned \$3 of Daily Cash which was transferred to your Apple Cash account. If you later return that purchase, we will charge to your Account a Daily Cash Adjustment of \$3.

Any Daily Cash Adjustment will be charged as a Transaction to your Account, reflected on your Monthly Statement, and any unpaid Daily Cash Adjustment amount remaining on your Account at the end of that month will be due in full as part of the Minimum Payment Due on the next payment due date. We will not charge interest on any Daily Cash Adjustment billed to your Account. If you fail to pay any Daily Cash Adjustment by the payment due date listed on your Monthly Statement, your Account will be considered delinquent and we may exercise our rights and remedies under this Agreement. If you have a Daily Cash Adjustment at the time your Account is closed, you will remain obligated to pay such amount.

In addition, if we mistakenly provide you with Daily Cash in an amount greater than you were entitled to, you agree that we can, at our discretion, recover from your Apple Cash account the excess amount that we transferred (a "**Daily Cash Correction Amount**"), withhold future Daily Cash from accruing on your Account until you have earned the Daily Cash Correction Amount, or seek a return of the Daily Cash Correction Amount from you. If you have a Daily Cash Correction Amount at the time your Account is closed, you will remain obligated to pay such amount.

DAILY CASH PROGRAM ERRORS; DISPUTES

If you believe that you are eligible for Daily Cash that you have not received, or that you received Daily Cash that was calculated erroneously, please contact us immediately. To help us resolve any errors, we may require you to submit documentation, which may include copies of receipts, invoices or purchase orders. If we or the Apple Cash provider fail to credit, improperly deny, or improperly reverse Daily Cash that you are entitled to, then, subject to applicable law, your only remedy will be the issuance of the improperly denied or reversed Daily Cash, if available, or another alternative comparable benefit as we may determine in our sole discretion. Neither we, the Apple Cash provider, nor Apple, nor any of our respective affiliates will have any other or additional liability to you or any other person whatsoever for any such errors.

TERMINATION AND/OR SUSPENSION OF YOUR DAILY CASH

Misuse of the Daily Cash Program

It will be considered a misuse of the Daily Cash program if we identify any:

- Potentially fraudulent, abusive or suspicious activity with respect to the Daily Cash program, your Account or your Apple Cash account;
- Gaming behavior;
- Reselling activity; or
- Violation of the terms of your Apple Cash account.

Effects of Misuse

Any misuse of the Daily Cash program is a violation of this Agreement and may also result in:

- The forfeiture of any Daily Cash; or
- The suspension or termination of your ability to earn or redeem Daily Cash.

Your ability to participate in the Daily Cash program ends when your Account is closed.

CHANGES TO THE DAILY CASH PROGRAM

We may change the requirements, amounts, transaction categories, redemption process, frequency of redemptions, or any other aspect of the Daily Cash program at any time. We reserve the right to end the Daily Cash program at any time for any reason.

Annual Percentage Rate, Interest Charges & Minimum Payment Due

This section explains how we determine your APR and DPR, how we calculate the interest you might owe each month, how you can avoid interest in a given month and how we calculate the minimum payment due each month.

"**Annual Percentage Rate**" or "**APR**" is the term used for any interest rate on your Account.

"**Daily Periodic Interest Rate**" or "**DPR**" is the term used for the APR that applies to your daily balance on your Account.

"**Margin**" is the term used for the percentage rate we add to the Prime Rate to determine your APR.

See your Apple Wallet for the APR, DPR, and Margin.

HOW WE DETERMINE INTEREST RATE(S)

How We Determine the Applicable APR

For Purchase Transactions, the APR equals the Prime Rate plus the Margin that applies to your Account.

Variable APRs may increase or decrease each month if the Prime Rate changes. Your Purchase Transactions APR is a variable rate. If the Prime Rate changes, the new variable APRs will take effect as of the first day of the next month and apply to existing and new balances. Any increase in the Prime Rate may result in an increase to your interest and Minimum Payment Due. APRs will never exceed the maximum rates permitted by applicable law.

The "**Prime Rate**" in effect for a given month is the highest U.S. Prime Rate published in the "Money Rates" section of print edition of The Wall Street Journal (WSJ) on the last day of the prior month that the Prime Rate was published. If the WSJ does not publish the Prime Rate on that day, then we will look to the last day before then that such rate was published. If the WSJ temporarily or permanently discontinues publishing the Prime Rate in its "Money Rates" section or if the WSJ changes its definition of the Prime Rate, then we may substitute another publicly available index not within our control and adjust the Margin, in our sole discretion, subject to applicable law.

Example:

On May 31 (which falls on a Business Day), the Prime Rate reported in the WSJ is 5.50%.

Assume the Margin for your Account is 13.25%.

To determine your APR for June, we add the Prime Rate to the Margin, which would be 18.75%.

We may from time to time offer you different APRs and different terms that will apply to specified Purchase Transactions or other balances on your Account. Details will be provided at the time that these terms are offered to you.

How We Determine the Applicable DPR

The DPR for any given day during a month is equal to the applicable APR on that day divided by 365 (or 366 in leap years).

$$\text{DPR} = \text{APR} \div 365 \text{ (or 366 for leap years)}$$

HOW WE DETERMINE YOUR DAILY BALANCE(S)

We determine the "Daily Balance" for each balance of your Account as follows:

- We begin with the balance at the end of the prior day (excluding interest for that day); then
- we add the prior day's interest; then
- we add any new Transactions from that day (unless your Account qualifies for a Grace Period on New Transactions, as described below); and then
- we subtract any new payments or credits posted to your Account that day (and not already deducted from your Account as provided below).

If any Daily Balance is less than zero, we treat it as zero. Additionally, if you had a Grace Period on New Transactions in the prior month, we subtract all payments and credits that are posted within the current month as of the first day of the current month.

Assuming no Grace Period applies (for example, you do not pay your New Balance in full), then:

Daily Balance = Prior day's closing balance + Prior day's interest + New Transactions - New payments and credits

HOW WE CALCULATE YOUR INTEREST

We use the "daily balance method (including new Transactions)" to calculate interest owed on each category of Transactions on your Account each month. Under this method, we first calculate the daily interest for each day in the month. We do this by multiplying your DPR by the "Daily Balance" of each category of Transactions for each day in the month. Different categories of Transactions may have different APRs and DPRs. Purchase Transactions have the APR and DPR set forth in your Apple Wallet, and Daily Cash Adjustments have an APR and DPR of zero. Then, to determine the total interest for the month, we add up the daily interest we calculated for each day in the month and round to the nearest cent.

Interest = Sum of daily interest for each day in the month

Daily interest = daily balance × DPR

WHEN DOES INTEREST BEGIN TO ACCRUE

Interest will accrue on any Transaction beginning on the date that the Transaction occurs. However, you can avoid interest if a Grace Period applies to your Account, as described below.

HOW TO AVOID INTEREST

The term "**Grace Period**" means a Grace Period on New Transactions or a Grace Period on the New Balance, as applicable.

Grace Period on New Transactions

Your Account automatically has a "**Grace Period on New Transactions**" in a month where your New Balance for the prior month is \$0 or a credit balance. Your Account will also obtain a Grace Period on New Transactions in a month if your Account has a New Balance for the prior month that is greater than \$0 and you pay the New Balance for the prior month on or before its payment due date. In a month in which your Account qualifies for a Grace Period on New Transactions, we will not charge interest during that month on any new Transactions that post to your Account.

Example:

On February 1, your New Balance for January is \$0. During February, you spend \$1,000 in new Transactions.

On March 1, your New Balance for February is \$1,000. During March, you spend \$750 in new Transactions. You also make a payment of \$1,000 on March 31.

The current month is now April.

- Because the New Balance for January was \$0, your Account automatically had a Grace Period on New Transactions during February and you avoided paying interest on the \$1,000 in new Transactions during February.
- Because you paid the New Balance of \$1,000 for February in full by its payment due date, your Account had a Grace Period on New Transactions during March, and, therefore, you avoided paying interest during March on the \$750 in new Transactions.

Grace Period on the New Balance

You can avoid paying interest on the New Balance or a portion of the New Balance based on your payment activity. Your Account has a "Grace Period on the New Balance" when interest is not accruing on the New Balance. Below we explain how you can maintain, lose and regain the Grace Period on the New Balance.

- **Initial Grace Period on the New Balance:** Your Account starts with a Grace Period on the New Balance. You can retain this Grace Period on the New Balance by always paying your New Balance by its corresponding payment due date.
- **Losing the Grace Period on the New Balance:** Your Account will lose the Grace Period on the New Balance if you pay less than the New Balance by its corresponding payment due date. You will not pay interest on the portion of the New Balance that you paid during the month that you lose your Grace Period on the New Balance.
- **Regaining the Grace Period on the New Balance:** If your Account has lost its Grace Period on the New Balance, you can regain it by paying the New Balance by its corresponding payment due date. You will then only maintain the Grace Period on the New Balance in the following and each and every subsequent months by paying the New Balance by its corresponding payment due date.

Grace Period for Financing Plan Offers

If you accept a financing plan offer or offers for particular purchases, then to maintain or regain a Grace Period for which you are otherwise eligible, you must pay by the payment due date: (i) your New Balance, minus any financing plan balance or balances; plus (ii) the monthly minimum amount due with respect to your financing plan or plans. This amount would be your Monthly Balance if you accept a financing plan or plans.

Impact of Reversed Payments or Credits

If your Account had a Grace Period because of a payment you made and we posted to your Account, but then that payment is reversed, you will lose the benefit of that Grace Period. As a result, we may charge you the interest you saved or would have saved because of the reversed payment. If you want to have a Grace Period on New Transactions during a month when a payment made in that month is reversed, you must pay before your next payment due date the entire New Balance plus the amount of the reversed payment plus any additional interest charged due to the reversed payment.

Example:

On March 1, your New Balance is \$100. During March, you make \$75 in new Transactions. You also make a payment of \$100 on March 31.

On April 5, your previous payment of \$100 is reversed due to insufficient funds.

- Because you paid the March 1 New Balance of \$100 in full and on time, you had a Grace Period on New Transactions during March, and, therefore, you avoided paying interest during the month of March on the \$75 in new Transactions.
- Because your payment for the March 1 New Balance was subsequently reversed, we can now bill you in April for the interest you previously avoided in March on the \$75 in new Transactions and on the \$100 New Balance from your March 1 Monthly Statement.

HOW WE CALCULATE YOUR MINIMUM PAYMENT DUE

Your "**Minimum Payment Due**" equals the greater of:

- The sum of \$25 and any past due amounts; or
- The sum of (i) 1% of the New Balance (excluding any Daily Cash Adjustment), plus (ii) any unpaid Daily Cash Adjustments billed to your Account during that month, plus (iii) any interest billed to your Account during that month. The sum of these amounts is rounded up to the nearest dollar, and then any past due amounts are added.

However, if the New Balance is less than the amount calculated above, then the Minimum Payment Due equals the New Balance.

If you accept a financing plan offer or offers for particular purchases, then we follow a three-step process to determine your Minimum Payment Due:

- First, we calculate the payment due for your balances that are not in a financing plan. We use the formula from the prior paragraph to make this calculation, but we subtract the financing plan balance or balances from the New Balance and we do not add any interest from the financing plan or plans.
- Second, we add any monthly repayment amount calculated pursuant to any financing plan or plans (which will be an amount that we disclose to you, and you accept, at the time of the purchase or purchases).
- However, your Minimum Payment Due will never be greater than your New Balance.

Making Payments

This section explains when you must pay us each month, how to pay us, and how we apply those payments to your Account.

WHEN TO PAY

At the beginning of each month, we will send you a Monthly Statement reflecting activity on your Account that occurred since the previous Monthly Statement, such as new Transactions, interest and Daily Cash Adjustments. It will also identify your New Balance, your Monthly Balance (if you do not have a financing plan, your Monthly Balance is equal to your New Balance), the Minimum Payment Due and the payment due date.

Your payment is due by 11:59 P.M. ET on the last calendar day of each month.

You must pay at least your Minimum Payment Due by the payment due date each month. You may pay all or part of the outstanding balance on your Account at any time without penalty.

HOW TO PAY

You can make electronic payments using Apple Wallet to initiate electronic fund transfers (e.g., ACH or debit) from your (i) Apple Cash account or (ii) a bank account(s) with a financial institution located in the U.S. (each, a "Payment Source Account").

When making payments:

- Do not send us cash.
- Pay only using U.S. dollars.
- You should not pay more than your Account balance. We do not pay interest on credit balances.
- Each day, you may make a total maximum of five (5) electronic payments on your Account.

PAYMENT AUTHORIZATION

Each time you authorize us to take an electronic payment from your Payment Source Account, you represent and warrant that you are legally authorized to use such Payment Source Account. By providing us with your Payment Source Account information, you authorize us to:

- retain this information for the purpose of initiating electronic payments based on your instructions;
- periodically make credits to the most recently linked Payment Source Account; and
- correct any payment, credit, or account errors.

When you authorize us to take an electronic payment from your Apple Cash account, you are also authorizing Apple Payments, Inc. to transfer the payment amount from your Apple Cash account to Goldman Sachs Bank USA, Salt Lake City Branch. Your authorization will continue until it is cancelled as described below, or when your Account is closed with a zero balance.

Payment Dates

If you authorize us to make a payment on a day other than a Business Day, we will credit your payment on the scheduled payment date but we may pull the payment on or after the following Business Day.

If you authorize a payment for the 29th, 30th or 31st of a month, and the month does not have that many days, you are authorizing us to take your payment on or after the last day of that month.

Payment Amounts and Adjustments

You can choose to make one-time or recurring payments. Apple Cash can only be used for one-time payments. We may adjust the amount of your payment before processing it in the following ways:

To avoid creating a credit balance on your Account;

- If you have scheduled a recurring payment for the amount of your Minimum Payment Due or Monthly Balance, your payment amount may be reduced automatically based on payments, returns, and other credits to your Account that are posted by 11:59 P. M. ET on the day prior to the date of your scheduled payment. If an earlier payment is rejected, we may automatically add that amount to your scheduled payment, but not in excess of the amount you authorized;
- If you have scheduled a recurring payment for a fixed dollar amount, your payment amount will not be reduced automatically based on payments, returns, and other credits to your Account. A recurring payment for a fixed dollar amount will always be processed if you have a balance;
- In all instances, if your Account balance on the scheduled payment date is \$0 or less, then we will automatically cancel your payment for that date. In the case of a recurring payment, your payment will automatically restart on the next scheduled payment date on which your Account balance is greater than \$0; or
- In all instances, if a recurring payment is declined because of insufficient funds, then we will automatically turn off recurring payments and you will have to set up a new recurring payment.

We will not adjust your payment to an amount greater than what you authorize.

Split Payments

You can choose to "split" your electronic payment between your Apple Cash account and your bank account. If you elect to do so, funds will first be taken from your Apple Cash available balance, and if such funds are insufficient to pay off the full payment amount that you have authorized, then we will withdraw the remaining funds from your designated bank account. You agree that we may receive information about your Apple Cash account from the Apple Cash provider for purposes of supporting split payments.

Payment Cancellations

You can cancel a scheduled payment by contacting us. We must receive your cancellation request no later than 11:59 P.M. ET on the day prior to the date of your scheduled payment. We may cancel your payment(s) if any prior payments from the associated Payment Source Account are returned, or for any other reason we deem appropriate. We will provide you with notice of such cancellation.

WHEN WE CREDIT YOUR PAYMENTS

Electronic Payments

If you pay in accordance with the payment instructions detailed in this Agreement and in your Monthly Statement, we will credit your payments as follows:

- If you initiate a one-time payment using a Payment Source Account before 11:59 P.M. ET, we will credit the payment as of that calendar day. Otherwise, we will credit your payment as of the next day.
- If you set up recurring payments, we will credit each payment as of its scheduled payment date.

Non-conforming Payments

We may reject any payments that do not comply with our payment instructions set forth in this Agreement or on your Monthly Statement (each a "Non-conforming Payment") in our discretion. If we accept a Non-conforming Payment, crediting your Account for the payment may be delayed and may result in additional interest billed to your Account.

We may accept any Non-conforming Payments, late payments, partial payments or payments with restrictive endorsements, without losing any of our rights, including our right to close your Account. We may deposit any payment you send us for less than the total outstanding balance of your Account that you mark "paid in full" or with any similar language or otherwise seek to provide as full satisfaction of a disputed amount. If we do, this payment will not fully satisfy the disputed amount or otherwise affect our rights to payment in full.

Credit Availability

After receiving a payment, we can immediately increase your available credit, or delay increasing the available credit on your Account for a period of time. You can check the status of your available credit by going to the Wallet app on your Required Device.

HOW WE APPLY PAYMENTS, CREDITS AND REFUNDS

Subject to applicable law, when we receive a payment, including when you redeem Daily Cash as a credit, for your Account, we will apply:

- amounts up to your Minimum Payment Due in any manner we choose; and
- any amounts exceeding the Minimum Payment Due first to the balance with the highest APR, and then to balances with lower APRs (in descending order based on the applicable APR). This means that any Daily Cash Adjustment that has not been reflected on a Monthly Statement will be paid last.

Other refunds and credits are applied to the applicable balance on your Account, but do not generally reduce your obligation to pay your Minimum Payment Due.

Account Default

This section explains when your Account will be in default and what may happen when your Account is in default.

WHAT TRIGGERS A DEFAULT

You will be in default of this Agreement, to the extent permitted under applicable law, if:

- you fail to pay any Minimum Payment Due on or before the applicable payment due date, or your Minimum Due Payment is returned unpaid or cannot be processed;
- you breach any term of this Agreement;
- you file or become the subject of a bankruptcy or insolvency proceeding;
- you give us any false, incomplete or misleading information; or
- you become legally incapacitated.

WHAT IS THE EFFECT OF BEING IN DEFAULT

If you are in default, we may take any of the following actions to the extent permitted under applicable law:

- continue to charge you interest as long as you have an outstanding Account balance;
- lower your credit limit;
- decline or otherwise limit your ability to make Transactions;
- report information about your Account to the credit reporting bureaus;
- begin collections activities;
- suspend or close your Account;
- require you to immediately pay all or any portion of your total outstanding balance (this action may also be taken upon death);
- if we retain an attorney who is not our salaried employee to collect amounts you owe, we may require you to pay for the court costs and reasonable attorneys' fees that we actually incur; and/or
- take any other action permitted by law.

Suspending or Closing Your Account

This section explains when you may close your Account, when we may suspend or close your Account, and what happens when your Account is closed.

BY YOU

You can, at any time, close your Account by contacting us.

BY US

We may suspend or close your Account, or suspend or cancel any feature on your Account, at any time and for any reason permitted under applicable law.

EFFECT OF CLOSING YOUR ACCOUNT

When your Account is closed, you must:

- return or destroy all physical Cards;
- stop using your Account to make payments to others and cancel any such payments that may be automatic or recurring; and
- continue to pay at least the Minimum Payment Due each month until the total outstanding balance of your Account, including any amounts which post after the Account's closure, is paid in full.

Credit Information & Credit Reporting

This section describes how we use information about you that we obtain from credit bureaus, what information we may provide about you to credit bureaus and how to dispute items on your credit bureau report.

OBTAINING YOUR CREDIT BUREAU REPORTS

We may obtain credit bureau reports and other information about you from time to time in connection with servicing or collecting your Account, and/or to provide other services to you such as credit monitoring information. We may verify your age, social security number, residence and other identifying information as permitted by applicable law.

REPORTING INFORMATION TO CREDIT BUREAUS

YOU AGREE THAT WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT BUREAU REPORT.

If you believe that we have reported incorrect information about your Account to a credit bureau, you should contact us, or you can write us at Lockbox 6112, P.O. Box 7247, Philadelphia, PA 19170-6112. Please include your name, address associated with your Account, the email address associated with your Account, telephone number and a description of the information you believe is incorrect and why. If available, please include a copy of the credit bureau report in question.

Communications

This section explains how we may contact you about matters relating to your Account, and what you should do to update us with your current contact information.

CONTACTING YOU

You agree that we may contact you using any technology and methods of our choice. This includes using an automated telephone dialing system or other similar system to contact you by email, text message, device-level notification, or other electronic notification method supported by the software you use to access your Account. We may use any telephone numbers (including wireless, landline and voice over IP numbers) or email addresses that you give to us. You understand and agree that anyone with access to your telephone, email account or Eligible Device may listen to or read the messages that we leave or send you. You agree that we will not be liable for any charges that you incur in connection with emails, text messages, device level notifications or other communications that we or our agents and representatives send to you.

You agree to notify us immediately if you change telephone numbers or are no longer the subscriber or usual user of a telephone number that you give to us. You agree that we may monitor, record, retain and reproduce your telephone calls and other communications with us. At any time, you can withdraw your consent to receive text messages through a telephone network (e.g., SMS) and calls to your Eligible Device or to receive calls through a telephone network. To revoke your consent, you must contact us in accordance with this Agreement.

NOTICES

Any written or electronic notice or communication we send to you will be effective when made available in the Wallet, when sent to the email address associated with your Account, or, if you have withdrawn your consent to electronic communications, when mailed to the address associated with your Account.

CHANGES TO ACCOUNT INFORMATION

You must promptly notify us of any change to your name, mailing or email address, or phone number by contacting us. We may rely on your email address or mail address as it appears on our records and any email address that you associate with your Apple ID for any and all Account communications we send to you unless and until you notify us of any changes. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service.

Other Important Information

This section provides additional information that is important to understanding your rights and obligations for your Account.

GOVERNING LAW

This Agreement is entered into between you and us in the State of Utah and we extend credit to you from Utah. This Agreement and your Account will be governed by and construed in accordance with federal law and any applicable laws of the State of Utah law without regard to rules concerning conflicts of law or choice of law.

ACCOUNT MANAGEMENT INFORMATION

The Wallet app provides information that may help you manage your Account, reduce the interest you pay, and improve your financial health. This information is not intended as financial advice or as a substitute for a financial advisor.

DELAY IN ENFORCING OUR RIGHTS

The failure by us to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided in this Agreement, to require at any time your performance of any of the provisions of this Agreement, or to enforce our rights under applicable law will not in any way be construed as a waiver of such provisions, election, option, performance or rights.

SEVERABILITY

This Agreement is the complete and final expression of the agreement between us and you with respect to your Account, and this Agreement may not be contradicted by any alleged oral agreement. Subject to the special rule in the Arbitration section, if any provision of this Agreement is found to be invalid or otherwise unenforceable, or declared invalid or otherwise unenforceable by order of court, change in applicable law, or regulatory authority, that provision will continue to be enforceable to the extent permitted by that court, law or agency, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will remain in full force and effect.

LANGUAGE

You agree that you can understand English-language communications and agree that the English-language version of all communications will be binding. The section headings and descriptions in this Agreement are for convenience only and do not in any way limit or define your or our rights or obligations in this Agreement. As used in this Agreement, the term "including" means "including, but not limited to."

ASSIGNMENT

You may not sell, assign or transfer any of your rights or obligations under this Agreement. However, we may sell, assign or transfer your Account or any of our rights and obligations under this Agreement, without restriction and without your prior consent. Any attempted sale, transfer, or assignment by you without our prior written consent will be null and void.

SERVICE PROVIDERS

We may also use service providers in connection with providing your Account. In doing so, we may permit one or more of our service providers to exercise any of our rights, rely on any consents or permissions that you have granted to us, and enforce any of your obligations on our behalf.

INTELLECTUAL PROPERTY RIGHTS TO APPLE CASH

All intellectual property rights, including all patents, trade secrets, copyrights, trademarks, and moral rights, in Apple Cash are owned by Apple Inc., and all text, graphics, software, photographs and other images, videos, sound, trademarks, and logos are owned either by Apple Inc. or its licensors. Nothing in this Agreement gives you any rights in respect of any intellectual property owned by Apple Inc., its licensors or third parties, and you acknowledge that you do not acquire any ownership rights by using your Account.

MILITARY LENDING ACT

The provisions of this paragraph apply to members of the Armed Forces and their dependents pursuant to the Military Lending Act:

Statement of Military APR

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures

Members of the Armed Forces and their dependents may hear important disclosures and payment information about this Agreement and additional information about whether these protections apply to them by calling 877-255-5923.

ADDITIONAL DISCLOSURES

Vermont, Rhode Island and New York Residents: A credit bureau report may be requested in connection with your application. At your request, we will tell you whether or not a credit bureau report was obtained and, if so, the name and address of the credit bureau that furnished the report. We may also request credit bureau reports from time to time in connection with any update, renewal or extension of the credit account, whenever we believe that such action is appropriate.

Married Wisconsin Residents: If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral agreement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information.

If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at Lockbox 6112, P.O. Box 7247, Philadelphia, PA 19170-6112.

Maryland Residents: If you are a Maryland resident as of the date you accept this Agreement, as evidenced by your billing address, to the extent, if any, that Maryland law applies to this Agreement and your Account and is not preempted by federal law, we elect to offer your credit account under Subtitle 9 (Credit Grantor Open End Credit Provisions) of Title 12 of the Maryland Commercial Law Article.

All Residents: You promise us that you are not planning to file bankruptcy at the time of your application for your Account.

Billing Rights Summary

*The notice below describes the minimum rights you have under the Fair Credit Billing Act.
If you have a question or a dispute, contact us and we will try to resolve the matter in all cases.*

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR MONTHLY STATEMENT

If you think there is an error on your Monthly Statement, write to us at:

Lockbox 6112
P.O. Box 7247
Philadelphia, PA 19170-6112

You may also contact us using Messages.

In your letter, give us the following information:

- *Account information:* Your name and the email address associated with your Apple Card Account.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Monthly Statement.
- No later than 11:59 P.M. ET on the day prior to the date an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your summary, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that access your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us using Messages or write us at:

Lockbox 6112
P.O. Box 7247
Philadelphia, PA 19170-6112

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Arbitration Provision

This section is an arbitration provision and contains important information that affects your legal rights. PLEASE READ IT CAREFULLY.

This arbitration provision does not apply to service members and their dependents who are entitled to protection under the Military Lending Act (10 U.S.C. § 987). If you would like more information about whether you are entitled to protection under the Military Lending Act and whether this section applies to you, please call us toll-free at 877-255-5923.

This arbitration provision shall also apply to any Claims (as defined below) brought by or against Apple Inc. or any of its affiliates ("Apple").

ACKNOWLEDGMENT OF ARBITRATION

Credit is being extended to you and you are being provided access to and use of your Account on the basis of the inclusion of the following arbitration provision. By accepting this Agreement or using your Account, unless you reject arbitration as provided below, you acknowledge that **YOU ARE GIVING UP THE RIGHT TO LITIGATE CLAIMS (AS DEFINED BELOW) AND THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION.** You hereby knowingly and voluntarily **WAIVE THE RIGHT TO BE HEARD IN COURT OR HAVE A JURY TRIAL** on all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

HOW TO REJECT THIS ARBITRATION PROVISION

YOU MAY REJECT THIS ARBITRATION PROVISION BY CONTACTING US USING MESSAGES, CALLING US, OR WRITING TO US, AND STATING THE FOLLOWING: (I) YOUR NAME; (II) THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT; (III) THE ADDRESS ASSOCIATED WITH YOUR ACCOUNT; AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT THIS ARBITRATION PROVISION (A **"REJECTION NOTICE"**). **YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN 90 DAYS AFTER THE OPENING OF YOUR ACCOUNT.** IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. ANY REJECTION NOTICE THAT COMPLIES WITH THIS PROVISION WILL APPLY TO BOTH US AND APPLE. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS ARBITRATION PROVISION OR THIS AGREEMENT.

DEFINITIONS

For purposes of this arbitration provision, the following definitions apply:

- **"Claim"** means 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: (i) this Agreement, your Account or your relationship with us; (ii) any servicing of your Account by our agents or service providers; (iii) advertisements, promotions or statements related to this Agreement or your Account; (iv) your application for credit; (v) credit bureau reporting or debt collection on or related to your Account; and (vi) your access to and use of your Account from or using any products or services provided by Apple Inc. and its affiliates.
- **"you"** and **"your"** mean each and every person who is granted, accepts or uses your Account.

ARBITRATION

You or we may elect, without the other's consent, to resolve any Claim by individual binding arbitration unless the Claim has been filed in court and trial has begun or final judgment has been entered. Even if a Claim is litigated in court, you or we may elect arbitration of any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit. You or we may also elect arbitration of a Claim that the parties initially opted to litigate in court if that Claim is later modified (including to be asserted on a class, representative or multi-party basis or to seek different or additional relief).

Notwithstanding the foregoing, only a court and not an arbitrator may decide any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision, all of which are for a court and not an arbitrator to decide. However, disputes or controversies about the validity or enforceability of this Agreement as a whole are for the arbitrator and not a court to decide.

JAMS (1-800-352-5267, jamsadr.com) will serve as the default arbitration administrator. Claims may also be referred to the American Arbitration Association ("AAA") (1-800-778-7879, adr.org). You may obtain copies of the current rules, forms, and instructions for initiating an arbitration directly from JAMS or the AAA. Claims may also be referred to another arbitration administrator, if you and we agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). You and we agree that any arbitration proceedings initiated hereunder shall be kept confidential.

OTHER CLAIMS SUBJECT TO ARBITRATION

In addition to Claims made by or against either you or us, Claims made by or against anyone connected with you or us or claiming through you or us (including any employee, agent, representative, affiliated company, predecessor or successor, heir, assignee or trustee in bankruptcy) are subject to arbitration as described herein.

EXCEPTIONS

We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court with jurisdiction so long as the Claim is pending only in that court.

INDIVIDUAL CLAIMS ONLY

Claims may 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.** Claims by or against corporate affiliates will be considered a single claim. The arbitrator has no authority to award any relief not available in an individual action in court or award any declaratory, injunctive or other relief primarily for the benefit of the general public. Further, unless you and we both otherwise agree in writing, the arbitrator may award relief only in favor of your individual Claim. The arbitrator may not award relief for or against any other person, whether directly or indirectly.

PROCEDURE

A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years of experience who is a former or retired judge and will be selected by the parties; provided, however, that if the parties are unable to agree upon an arbitrator within seven (7) days after delivery of the Demand for Arbitration, then the arbitrator will be appointed by the arbitration administrator. The arbitration shall comply with the arbitration administrator's rules (the Streamlined Arbitration Rules for JAMS and the Consumer Arbitration Rules for AAA) in effect on the date the arbitration is filed, except where there is a conflict or inconsistency between the arbitration administrator's rules and procedures and this arbitration provision, in which case this arbitration provision will govern. The arbitration will be conducted in English unless the parties otherwise agree in writing. Any in-person arbitration hearing for a Claim will take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator will apply applicable substantive law consistent with the FAA and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Except as otherwise provided in this arbitration provision, the arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and is governed by the FAA.

ADDITIONAL ARBITRATION AWARD; ATTORNEYS' FEES

If we make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor for an amount greater than that final offer, or if we do not make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor on the merits of your Claim, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$10,000; (2) twice the amount of your reasonable attorneys' fees, or the amount of attorneys' fees to which you are entitled under applicable law, whichever is greater; and (3) your costs and expert and other witness fees. If we prevail in arbitration, we will not be entitled to recover our attorneys' fees even when permitted to do so under applicable law.

ARBITRATION FEES

We will pay any arbitration fees (including the arbitrator's fees and any filing, administrative, hearing or other fees charged by the arbitration administrator) in connection with any Claims. You will be responsible for any other costs that you incur in connection with any Claim unless applicable law provides otherwise. Any arbitration award will apply only to the specific case and cannot be used in any other case except to enforce the award.

SURVIVAL

This arbitration provision shall survive payment of all amounts due pursuant to this Agreement, termination of your Account, any legal proceeding to collect amounts due, any bankruptcy and any assignment or sale of this Agreement, your Account or any and all rights thereunder. In the case of an assignment or sale of this Agreement, your Account or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this arbitration provision. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this arbitration provision or this Agreement, except that if any part of the "Individual Claims Only" provision is found in a court proceeding to be invalid or otherwise unenforceable with respect to a Claim (and that determination becomes final after all appeals have been exhausted), then this arbitration provision (except for this sentence) will not apply to that Claim.