

# Gift Card Agreement

This Gift Card Agreement (“Agreement”) is the agreement between you and Truist Bank with respect to our issuance and your use of the accompanying Visa Gift Card (“Card”). You will be deemed to have accepted the terms of this Agreement if you accept or use the Card, and these terms shall also apply to any person authorized to use this Card.

In this Agreement, “you” and “your” mean the person to whom the Card is issued, the person receiving the Card, or the person using the Card. The terms “we,” “us,” and “Bank” mean Truist Bank, and its successors, agents, and assigns.

The laws of the state of North Carolina shall govern this Agreement without regard to that state’s conflict of laws principles. We may waive any of the provisions or conditions of this Agreement, but any such waiver shall be effective only on that occasion and shall not be construed as a continuing waiver of the waived provision or condition on any other occasion.

## Card Description

The Truist Gift Card is a prepaid non-reloadable, non-personalized, debit card that is accepted where Visa Debit cards are accepted in the U.S. The Card can be loaded with the U.S. dollar amount designated by the purchaser, from \$25 to \$500. The card is funded from direct debit of client’s Truist DDA account for the value of the card plus the issuance fee. As you use the Card, the amount loaded on the Card will be reduced by purchases and any applicable fees. The loaded amount less purchases and applicable fees is known as the Available Balance. Your Card and its pre-funded account are not issued in your name. No separate deposit account is established for you that is associated with this Card. The Card is the Bank’s property and must be returned to us upon request. The Card is not FDIC insured.

## Gift Card Activation & Expiration

Your Card must be activated before you can use it. To activate the Card, call the toll-free number provided on the back of the Card.

Once your Card is activated, the card is valid until the “Good Thru” date printed on the card. On that date, unless prohibited by applicable law, the Card and any Available Balance will expire and you can no longer use the Card or access the Available Balance. Any Available Balance remaining after the “Good Thru” date will be forfeited. Your Card may be subject to state unclaimed property laws. Should your Card have a remaining balance after a certain period of time, we may be required to remit remaining funds to the appropriate state agency.

## Fees

No fees are charged when the Card is used to purchase goods and services. Subject to applicable law, the following fees will be charged:

- Issuance Fee: \$3.95 is the fee to purchase the Card
- Inactivity Fee: \$3.00 per month after the 12th month of dormancy, following the purchase date. The fee is charged against the Available Balance after 12 months of Card dormancy. Dormancy means that there have been no increases or decreases in value of the Card through loads of value onto the Card, purchases and returns of merchandise for the preceding 12 months.

## Gift Card Activation & Expiration

You may access Available Balance, Fee and Card transaction information by calling 866-594-2076 or visiting [Truist.com/giftcard](https://www.truist.com/giftcard).

## Card Use

You may use the Card to purchase goods and services from participating merchants in the U.S. You may not use the Card to pay for airline tickets, car rentals, and hotel accommodations or to pay for gas at the pump. To purchase gas, you must give the Card to an attendant to process payment. You acknowledge and agree that the total amount of purchases that may be made with the Card is limited to the Available Balance. You are responsible for keeping track of your Available Balance. You may not use the Card at ATMs or to access any accounts you may have at the Bank.

When you activate your Card, you will receive a Personal Identification Number (PIN). You may make purchases with a PIN instead of your signature. To use your PIN, select the “debit” payment option at the point of sale (POS) and enter your PIN when prompted. You cannot use your PIN to get cash back at the point of sale, at an ATM or through any other method.

If you wish to use the Card to make purchases over the Internet, by telephone or through a catalog, you must first register the Card by visiting [Truist.com/giftcard](http://Truist.com/giftcard). To register the Card, you will be asked to provide Card number, name of the user, and mailing address. You will be provided the opportunity to create custom username and password.

Once your Card is registered, you can use your online account to check your Available Balance, transaction history, and update your mailing address.

If you wish to make a purchase that exceeds the Available Balance, you must inform the merchant that you wish to pay for your purchase with your Card and another form of payment. Not all merchants will accept this type of "split tender" payment.

A merchant will obtain authorization for the amount of your purchase. A purchase will not be authorized if it exceeds the Available Balance. However, in the event that such a transaction is authorized, due to systems malfunction or any other reason, you are liable for and agree to pay immediately the difference between the Available Balance and the transaction amount.

You may not use the Card to conduct illegal transactions such as gambling or to purchase illegal goods and services. We may refuse to authorize a Card transaction if: (a) the Card is reported lost or stolen; (b) we are uncertain whether the transaction is authorized by you; or (c) we reasonably believe that the transaction is made in connection with an unlawful transaction or activity, including without limitation gaming, gambling, lottery, or similar activities. We may temporarily block the Card and attempt to contact you if we note transactions that are unusual or appear suspicious. The Card should be treated the same as cash and you are responsible for safeguarding the Card. You do not have the right to stop payment on any transaction originated by use of your Card.

### **Hold**

In certain circumstances, the authorization for a purchase may be greater than the actual purchase amount. For example, at a restaurant, an authorization may be for the amount of the meal plus an additional percentage to ensure adequate funds should the customer decide to add a tip. Because we are obligated to pay the authorization amount, the Available Balance on the Card will be reduced by the amount of the authorization (a "hold") even though the actual purchase may be less than the amount authorized.

We are obligated to pay the amount authorized, even if the final settlement transaction has not yet been received or processed by us. This hold, which may be more or less than the final transaction amount, will affect the balance available to pay or authorize other Card transactions. As a result, Card transactions may be declined, dishonored, or not paid. We are not responsible if we do not authorize or pay subsequent Card transactions while such a hold is placed on the Available Balance. By conducting POS transactions, you authorize us to rely on authorized amounts submitted by merchants, to place such a hold or holds on the Available Balance, and to determine the balance available to pay and/ or authorize other Card transactions. The hold will be released upon the earlier of: (i) settlement of the transaction for which the authorization was obtained, (ii) 3 business days after the authorization. Additionally, you should know that a merchant may reverse the authorization at your request.

### **Merchant Disputes**

You agree to settle all disputes about purchases or transactions made with the Card with the merchant who honored the Card. If you are entitled to a refund for a purchase made in whole or in part with the Card, you agree to accept a refund in the form offered by the merchant.

### **In Case of Errors or Questions About Your Transactions**

Call us at the toll-free number provided on the back of the Card as soon as you can if you believe an error has occurred in connection with the Card or available funds. We must hear from you no later than 60 days following the date the error occurred. You will need to tell us:

1. Your name, the Card number, original value, and transaction history.
2. Why you believe there is an error, and the dollar amount involved.
3. Approximately when the error took place.

We may require that you send us your complaint or question in writing within 10 business days after you make the verbal complaint. We will promptly start our investigation and determine whether an error occurred. We will tell you the results within 3 business days after we have completed our investigation. We will send you a written explanation of our final determination. You may ask for copies of the

documents that we used in our investigation. If you need more information about our error-resolution process, call us at the toll-free number provided on the back of the Card.

### **Lost or Stolen Card**

Keep your Card number and PIN in a safe place separate from your Card and do not give or otherwise make available to others your Card or PIN. If your Card is lost or stolen, you must inform us immediately by calling toll free number at 866-594-2076. You may be asked for the Card number, original value, and transaction history to verify your identity. You may be eligible, in accordance with applicable law, for a replacement Card if your card is registered. Since the Card should be treated like cash, you may lose all the value associated with your Card if it is lost or stolen.

### **Your Liability**

You agree to safeguard the Card and treat it like cash. You will be responsible for all uses of the Card.

### **Limitations on Our Liability**

If we do not complete an electronic fund transfer from the Card on time or in the correct amount according to this Agreement, we will be liable for your actual losses or damages. WE ARE NOT LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. WE WILL NOT BE LIABLE, FOR INSTANCE, IF:

- Through no fault of ours, you do not have enough available funds on the Card to perform the transaction together with applicable fees;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transfer despite reasonable precautions taken by us;
- The system or POS terminal was not working properly;
- The Card is damaged;
- There are other exceptions stated in this Agreement or provided by law.

### **Mutual Arbitration Agreement**

READ THIS PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Upon election by either party, the Parties mutually agree to resolve any and all disputes between them exclusively through final, binding, and individual arbitration instead of filing a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

**Claims Subject to Arbitration.** A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between You and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present, or future, which arises out of or relates to the account, this Bank Services Agreement, any transaction conducted with us in connection with the account or this Bank Services Agreement, or our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud, and other intentional torts, constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines and alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing. Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, mass, collective, or representative) binding arbitration in accordance with the terms specified in this Mutual Arbitration Agreement.

**Special Definition of "We," "Us," "Our," and "Parties."** Solely for purposes of this Mutual Arbitration Agreement, the terms "Truist," "we," "us," "our," and "Parties," in addition to the meanings set forth in this Bank Services Agreement, also refer to Truist Bank's employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The "Parties" refers to both You and Truist. "We," "us," "our," and "Parties" also apply to third parties if You assert a Claim against such third parties in connection with a Claim You assert against us.

**Excluded Claim or Proceeding.** Notwithstanding the foregoing, "Claim" does not include any dispute regarding (1) any individual action brought by You or us in small

claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court, (2) the exercising of any self-help rights, including set-off as described in the Bank Services Agreement section titled "Right of Setoff" or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement.

**Federal Arbitration Act.** Notwithstanding any choice of law or other provision in this Bank Services Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event You and/or Truist are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. The Parties expressly intend for the FAA to govern the interpretation and enforcement of this Mutual Arbitration Agreement, and all arbitration proceedings pursuant thereto, even in the event that the FAA is determined not to apply. The Parties hereby incorporate by reference the FAA, and its rules and procedures, into this Mutual Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

**Class, Mass, Collective, and/or Representative Action Waiver.** The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claims will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, by entering into this Mutual Arbitration Agreement, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, mass, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, mass, collective, and/or representative action, or to award relief to anyone but the individual in arbitration. This Class, Mass, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a class-wide settlement of claims, to the extent You or we do not exercise a right to opt out of such settlement.

#### **Arbitration Procedures.**

a) Either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator, within the applicable statute of limitations period, and the demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the account number of any account at issue; (3) a statement of the legal claims being asserted and the factual bases of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must also serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a non-frivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Truist Bank Legal Department, Attn: General Counsel-Arbitration Election, 214 N. Tyron St. Mail Code: 500-93-43-13, Charlotte, NC 28202, and our notice must be sent to the most recent address for You in our files.

- b) As part of the Parties' agreement to resolve Claims by individual arbitration, You agree not to have Your arbitration demand filed or prosecuted by a law firm or collection of law firms that has filed more than 25 arbitration demands of a substantially similar nature against Truist within 180 days of Your arbitration demand, if the law firm or collective of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands together. All arbitration demands must be filed, administered, arbitrated, and resolved in an individual manner.
- c) Any arbitration hearing that You attend must take place in a venue reasonably convenient to You. If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.
- d) The arbitration will be administered by JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, jamsadr.com, 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS is unable or unwilling to serve as administrator, the parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it fails to abide by the terms of this Mutual Arbitration Agreement. The arbitration will proceed in accordance with this arbitration agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures.
- e) In addition to all other requirements in this agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and You shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, such as court reporter costs and transcript fees; but if an arbitrator determines that its rules or applicable law requires that Your share of fees and other costs be capped at a certain amount, such as the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration, then You will only be responsible for that maximum amount permitted by rule or law. Truist shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator and room rental; (2) If a party timely serves an offer of judgment under Federal Rule of Civil Procedure 68, and the judgment that the other party finally obtains is not more favorable than the unaccepted offer, then the other party shall pay the costs of the party serving the offer of judgment, including filing fees, incurred after the offer was made; (3) Both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator, or individual arbitrator, relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (4) The arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (5) Except as provided in the Class, Mass, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, including but not limited to the imposition of sanctions under the Federal Rules of Civil Procedure, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (6) The arbitrator may hear motions to dismiss and/or motions for summary judgment. Any motion to dismiss and/or motion for summary judgment shall be governed by the standards of the Federal Rules of Civil Procedure governing such motions; (7) The arbitrator's

decision or award shall be in writing with findings of fact and conclusions of law; (8) Any finding that a claim or counterclaim was filed for purposes of harassment or is frivolous shall entitle the other party to recover its, his, or her attorneys' fees, costs, and expenses; (9) Either Truist or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (10) Under no circumstances is the arbitrator bound by decisions reached in separate arbitrations; and (11) No arbitrator shall have the power to conduct arbitrations on any basis other than an individual basis. If at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

- f) A single arbitrator will be appointed by the administrator, and unless You and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration provisions or proceedings. The arbitrator will honor and enforce statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with this Bank Services Agreement and the FAA, that would apply if the matter had been brought in court. The arbitrator will have the authority to award expert witness and attorneys' fees and costs to the extent permitted by either this Bank Services Agreement, the administrator's rules or applicable law. A judgment on the award may be entered by any court having jurisdiction.
- g) Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Mutual Arbitration Agreement, including without limitation any dispute concerning arbitrability. However, the preceding clause shall not apply to any dispute relating to or arising out of the Class, Mass, Collective, and/or Representative Action Waiver—including, but not limited to, any claim that all or part of the Class, Mass, Collective, and/or Representative Action Waiver is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of that Waiver has occurred—which must proceed in a court of competent jurisdiction and cannot be heard or arbitrated by an arbitrator. Moreover, all disputes relating to or arising out of the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; and arbitration shall automatically be stayed pending the outcome of that proceeding in court. In addition, all disputes regarding the sufficiency or timeliness of arbitration demands shall be decided by an individual arbitrator rather than an arbitration administrator. The Parties agree that any and all due dates for arbitration fees shall be tolled while the Parties resolve a dispute relating to or arising out of the Class, Mass, Collective, and/or Representative Action Waiver, and/or the payment of arbitration fees.

**Survival and Severability.** This Mutual Arbitration Agreement shall survive the closing of Your account and the termination of any relationship between us, including the termination of this Bank Services Agreement. In the event any portion of this Mutual Arbitration Agreement is found unenforceable by the arbitrator or the court, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. In any case in which (1) the dispute is filed as a class, collective, mass, or representative action, and (2) there is a final judicial determination that all or part of the Class, Mass, Collective, and/or Representative Action Waiver is invalid or unenforceable, the portion of such action that is thereafter no longer covered by the Class, Mass, Collective, and/or Representative Action Waiver must be litigated in a civil court of competent jurisdiction, but the portion of the Class, Mass, Collective, and/or Representative Action Waiver that remains valid and enforceable shall be enforced in arbitration. The parties acknowledge and agree that under no circumstances will a class, mass, collective, or representative action be arbitrated; and if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the paragraph titled "Class, Mass, Collective, and/or Representative Action Waiver" or elsewhere in this agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that

determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated. Notwithstanding the foregoing, if the Class, Mass, Collective, and/or Representative Action Waiver is finally adjudged to be void, voidable, or otherwise unenforceable in its entirety, this Mutual Arbitration Agreement is void in its entirety. If, notwithstanding this provision, this Mutual Arbitration Agreement is adjudged to be unenforceable in its entirety, the Parties intend in all events that all prior arbitration agreements between them remain enforceable.

**Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator.

The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote.

Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this agreement.

**Impact on Pending Litigation.** This Mutual Arbitration Agreement shall not affect Your standing with respect to any litigation between Truist and You that is pending in a state or federal court or arbitration as of the date of Your receipt of this Mutual Arbitration Agreement, unless on such date You were bound by an existing arbitration agreement with Truist, in which case that agreement shall continue to apply.

**Right to Consult with an Attorney.** You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

### **Jury Trial Waiver**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

### **Litigation Class Action Waiver**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

### **Modification, Cancellation, and Waiver**

Except where prohibited by applicable law, we may cancel or modify any terms, conditions, or services related to use of the Card including any part of

this Agreement without notice to you. We may delay or waive any right at any time but such delay or waiver shall not affect exercise of those rights in the future.

No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by an authorized officer of the Bank. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement.

The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

### **Severability**

If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

Cards are provided by Truist Bank, Member FDIC.

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