



TRUIST LONG GAME

Truist Long Game Terms of Service

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1. INTRODUCTION

Welcome to Truist Long Game!

ACCESSING THIS WEB SITE OR VIEWING ANY OF ITS CONTENTS SHALL CONSTITUTE YOUR AGREEMENT WITH THE TRUIST LONG GAME TERMS OF SERVICE (“**Terms**”) BELOW. THESE TERMS INCLUDE AN ARBITRATION CLAUSE, A CLASS WAIVER, AND A JURY TRIAL WAIVER.

NO PURCHASE, PAYMENT, OR OBLIGATION IS NECESSARY TO ENTER OR WIN WHEN USING THE ALTERNATE METHOD OF ENTRY. DETAILS ON OBTAINING ENTRIES TO THE PROMOTIONS THROUGH THE ALTERNATE METHOD OF ENTRY ARE SET OUT IN SECTION 3B OF THESE TERMS.

We appreciate your interest in using the Truist Long Game online services offered through Truist Bank, including www.Truist.com/long-game (the “**Service Website**”), the Truist Long Game mobile application (the “**App**”), Longgamehelp.truist.com, the Truist Long Game Help Center website (the “**Help Center**”), and the Truist Long Game Alternate Method of Entry website (the “**Promotion Form**,” collectively, with the Service Website, the App, and the Help Center, the “**Services**”). The terms “**Truist Long Game**,” “**Truist**,” “**Truist Bank**,” “**Sponsor**,” “**we**,” “**us**,” or “**our**” mean Truist Financial Corporation, Truist Bank, and its U.S. affiliates. The term “**Sweepstakes Administrator**” refers to the third-party administrator of the Promotions (defined in Section 4A of these Terms). “**You**” means an individual who visits or uses the Services and does not refer to a business or other entity or to individuals outside the U.S.

The Terms are a legally binding agreement that govern your use of the Services as an individual (“**User**”) who is eligible to participate in some activities on the Services and/or as an individual who is eligible to participate in the activities on the Services and who have properly completed the registration process. If you do not agree to the Terms in full you may not use the Services.

By accessing our Services, you agree to be bound by the Terms, the Truist Long Game Privacy Policy (the “**Privacy Policy**”), the Truist Long Game Official Rules (“**Official Rules**”), which includes the Coin Earning Rules (“**Coin Earning Rules**”), the Numbers Game Rules (“**Numbers Game Rules**”), and the Daily Instant Win Game Rules (“**Instant Win Game Rules**”). The Coin Earning Rules apply to all individual “**Promotions**” as defined in Section 4A of the Terms, including the Numbers Game Promotion and the Instant Win Game Promotions. Except where the context requires otherwise, reference to the “**Terms**” includes all the documents referenced and incorporated herein.

Truist Long Game offers the Services to you as a product of Truist Financial Corporation, and therefore you agree to access the Truist site and are bound by the [Truist Terms and Conditions](#) (“**Truist Terms and Conditions**”), the [Truist Statement on Privacy](#) (“**Truist Privacy Policy**”), including the [Truist Consumer Privacy Notice](#). By opening a Truist personal deposit account, enrolling in Online Banking, and using Truist Online Banking credentials to connect to your Truist Long Game profile (“**Profile**”), you agree to access the Truist site and mobile app in compliance with the Truist Bank Services Agreement (“**Bank Services Agreement**”), [Truist Online and Mobile Banking Service Agreement](#) (“**Online and Mobile Banking Service Agreement**”), and the [Truist Disclosure and Consent to Use Electronic Signatures and Communications](#) (“**Truist Electronic Communications Agreement**”).

Participants may enter the Numbers Game Promotion or the Daily Instant Win Game by creating a Truist Long Game profile and redeeming Coins for entry and/or by using the Alternate Method of Entry (see

Section 3B of these Terms for more information on Alternate Method of Entry). No purchase, payment, or obligation is necessary to enter or win when using the Alternate Method of Entry.

Truist Long Game may change the Terms from time to time. The most recent version of the Terms will always be posted on the Service Website with the “Last Updated” date posted at the top of the Terms. If we make any material changes to our Terms or how we handle your information, you will know because the “Last Updated” date of the Terms will change, and we will notify you electronically that there has been a change. By accessing the Services after the effective date of the change, you are deemed to consent to our then-current Terms.

If you have any questions regarding the Terms, you can contact Truist Long Game Help & Support by submitting a request in the Help Center: [Longgamehelp.truist.com](https://longgamehelp.truist.com).

You and we agree as follows:

2. AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS (“ESIGN Consent”)

A. Scope of Consent

You consent to receive all notices, disclosures and other communications (“**Communications**”) from Truist Long Game electronically rather than in paper form, including any Communications about the Services and your Truist Long Game account. You confirm you can access and receive Communications electronically. Unless otherwise specified in the Terms, we will provide Communications to you by emailing them to you at the email address associated with the Truist Online Banking account connected to your Truist Long Game profile.

B. Requesting Paper Copies

You may obtain a paper copy of an electronic Communication by printing it yourself from the .pdf provided or by requesting that we mail you a paper copy. To request a paper copy of Communication from Truist Long Game, contact Truist Long Game Help & Support by submitting a request in the Help Center: [Longgamehelp.truist.com](https://longgamehelp.truist.com). We will not charge a fee for a paper copy.

C. Withdrawing Consent

If you decline or withdraw consent to the Truist Long Game ESIGN Consent, we may terminate your use of the Services.

In order to withdraw consent to the Truist Long Game ESIGN Consent, you may contact Truist Long Game Help & Support by submitting a request in the Help Center: [Longgamehelp.truist.com](https://longgamehelp.truist.com)

D. Hardware and Software Requirements

In order to access and retain Communications electronically, you need the following:

- (a) a current version (defined below) of an internet browser, such as Google Chrome, Microsoft Edge, or Safari;
- (b) a connection to the Internet;
- (c) access to the email address associated with the Truist Bank account that is connected to your Truist Long Game profile;
- (d) a current version software that enables you to view files in the Portable Document Format (“PDF”);
- (e) access to our Services (via the App or the Service Website);
- (f) sufficient data storage to save Communications electronically or a printer to print them.
- (g) a computer or mobile device with a current version operating system capable of supporting all of the above.

By “current version,” we mean a version of the software and operating system that is currently supported by its publisher. We reserve the right to discontinue support of a current version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

To verify that you have all the necessary hardware and software for you to receive electronic Communications on your devices, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this document to an address where you are able to print on paper or save it for your future reference and access.

3. OVERVIEW OF SERVICES

In order to use the full features of our Services and create a Truist Long Game profile in the App, you must download the App and have an eligible Truist personal demand deposit account with Truist Online Banking credentials. Alternatively, you can enter the Promotions by using the Alternate Method of Entry, which is detailed in **Section 3B** of these Terms.

All deposits are made directly into your linked Truist Bank account. The Services encourage users to participate in financial wellness and savings-related activities, such as by offering Promotions that incentivize certain savings goals or financial wellness goals.

Subject to the Terms, including your compliance with any requirements in the Terms, Truist Bank grants you the limited, revocable, non-transferable, non-exclusive, non-sublicensable right to use the Services for your personal, non-commercial use.

A. Eligibility

- (a) Truist Long Game is only open to legal residents of the fifty (50) United States and District of Columbia who are 18 years of age or older.
- (b) To register with the App and create a Truist Long Game profile, you must have an eligible Truist personal deposit account with Truist Online Banking credentials. Both the Truist personal deposit account and the Online Banking account must be open and in good standing. If you do not already have an open eligible Truist personal deposit

account and Truist Online Banking credentials, the App will redirect you to the relevant account opening webpage on the Truist.com site. Only Truist personal checking, savings, and money market accounts are eligible. Truist Certificate of Deposit (CDs) are not eligible. You authorize Truist Long Game to access your entire Truist profile and account transactions to determine your eligibility for Promotions and Rewards (defined below in Section 3 of these Terms) and for the other purposes described in the Privacy Policy.

(c) You must be fully able and competent to enter into the terms, conditions, and obligations set forth in the Terms, and to abide by and comply with the Terms. You may only use the Services on behalf of yourself for personal and non-commercial purposes. You may not access the Services if (a) you have previously been suspended or removed from using the Services, or (b) your use of the Services breaches any other agreement to which you are a party. Additional eligibility requirements may apply to our Promotions (defined below in Section 3 of these Terms) and will be communicated in the applicable Official Rules. The Services are not available where otherwise prohibited or restricted by applicable local laws, rules and regulations.

(d) If Truist or Truist Long Game suspects fraud or misuse of the Services or notices a pattern of deposits and withdrawals that we determine to be suspect, we reserve the right to suspend access to the Services. We further reserve the right to terminate your use of the Services and to withhold or cancel Rewards (defined in Section 4C of these Terms) for any or no reason at any time in our sole discretion.

B. Alternate Method of Entry (“AMOE”)

To enter the Promotions through Truist Long Game’s Alternate Method of Entry (“**AMOE**”), [click here to complete the Truist Long Game Promotion Form \(“**Promotion Form**”\)](#) and complete the Promotion Form in its entirety with your full name, email address, mailing address, date of birth, and all other required fields in the Promotion Form to validate that you meet all eligibility requirements for the Services as described in the Terms. Additionally, you will be asked to attest to whether you are a Truist Teammate (defined below in Section 4E). After completing Page One (1) of Promotion Form, on Page Two (2) of Promotion Form follow the instructions to print out and affix the barcode or handwrite the barcode number on a post card with first class postage and mail to: Truist Long Game Promotion, 3030 LBJ Freeway, Suite 300, Dallas, TX 75234. All entries must be mailed. You are limited to one (1) entry per postcard. You are limited to one (1) entry per month. Requests in excess of this limit will be disqualified. The Promotions take place from February 23rd at 12:00:01 a.m. Pacific Time (“PT”) and ends on February 22nd at 11:59:59 p.m. PT each year (the “**Promotion Period**”). All entries must be received within the Promotion Period. No copies, facsimiles or mechanical reproductions will be accepted. The Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail.

Once a mailed entry is received and eligibility is validated, Coins (defined below in Section 4B) will be distributed and used by the Sponsor on your behalf to enter you in the applicable Promotions. Within thirty (30) calendar days of a mailed entry being received and validated, you will be notified by the Sponsor of the results via email to the email address provided and any cash winnings will be mailed to you via check to the address provided. Entrants are subject to the eligibility requirements described in these Terms and have equivalent odds of winning in the

applicable Promotions. Refer to the Official Rules for additional details on Promotions, odds, and winner determination.

4. PROMOTIONS AND REWARDS

A. Promotions

Truist Long Game and the Sweepstakes Administrator may administer, operate or run contests, sweepstakes, games, and other promotions (each, a “**Promotion**,” collectively, “**Promotions**”) via the Services, including to help incentivize savings or financial wellness-related activities. You agree to be bound by the Official Rules that may be applicable to any individual Promotion when participating in any Promotion.

B. Coins

One (1) or more virtual coins (“**Coins**”) are required to participate in any and all Promotions, and the methods for earning Coins are described in the Official Rules. Coins are not currency, have zero (0) cash value, cannot be transferred for cash, and are solely used to participate in the Promotions. See the Official Rules for more details.

C. Rewards

Coins, cash winnings, and any other prizes or rewards (collectively, “**Rewards**”) offered through the Services may be redeemed solely from Truist Long Game. You may redeem your Rewards only by the method and within the scope described via the Services. Rewards cannot be sold, transferred for value, or applied to any other Truist Long Game profile.

A minimum of \$20.00 in total deposits in your linked Truist Bank account is required in order to redeem your cash winnings for the first time from the App (“**Minimum Deposit Requirement**”). Deposits made in your linked Truist Bank account within sixty (60) days prior to signing up with Truist Long Game qualifies toward this requirement. We may restrict or limit your ability to earn or redeem cash winnings if your linked Truist Bank account does not meet the Minimum Deposit Requirement, unless you enter the Promotions through the Alternate Method of Entry, in which no deposit of any kind is required to enter or win. Details on obtaining entries to the Promotions through the Alternate Method of Entry are set out in Section 3B of the Terms.

We may limit the number of Rewards you can earn within certain periods of time or implement other restrictions on the receipt, use, or redemption of Rewards. We reserve the right, without notice and in our sole discretion, to suspend, eliminate, or withhold Rewards at any time for any or no reason. We may also suspend, eliminate, or withhold Rewards if we suspect fraud or misuse of the Services. We may further restrict your ability to redeem Rewards based on your place of residence or other eligibility requirements. In the event of an error, we reserve the right to correct such errors and revise the Rewards. If a Truist Long Game profile is deleted, suspended, or terminated for any reason, any unredeemed Rewards in such Truist Long Game profile will be forfeited.

D. General Prize Conditions

Any potential prize winner may be required to execute, including by electronic signature, and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release and any other legal, regulatory, or tax-related documents required by Truist Long Game in its sole discretion (collectively, “**Prize Claim Documents**”). If a potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of first attempted notification by Sponsor (or such shorter time that Truist Long Game reasonably may specify at the time), potential winner may be disqualified.

E. Teammates

Truist employees, including both full-time and part-time employees and officers, and for the purpose of this limitation, does not include contingent workers, directors or local advisory board members, (“**Teammates**”), are limited to single payouts up to \$1,000.00 when using the App and when participating in the Alternate Method of Entry. Any single prize greater than \$1,000.00 in the App will be entirely converted to Coins for more gameplay. Any single prize payout from the Alternate Method of Entry will be capped at \$1,000.00. Teammates are not eligible to enter the Numbers Game Promotion, which is referred to in the App as Omega Millions Weekly Drawing.

F. Taxes

Truist will report the value of any cash prizes received through Truist Long Game to the Internal Revenue Service as required by law. Any applicable taxes are the responsibility of the recipient.

5. DISPUTE RESOLUTION; MUTUAL ARBITRATION AGREEMENT

READ THIS PROVISION CAREFULLY BECAUSE IT HAS 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. Unless You choose to opt out of mutual arbitration in the manner and time specified below, You and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including its pre-arbitration dispute resolution process, instead of filing or proceeding with 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.

A. Requirement to Arbitrate

Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding arbitration under the terms specified in this Mutual Arbitration Agreement. 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 defined below), whether preexisting, present, or future, which arises out of or relates to the

Services, this Terms of Service, any transaction conducted with us in connection with the Services or this Terms of Service, or any aspect of 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 in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning the use or disclosure of information about You or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

B. 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 Terms of Service, also refer to Truist Bank and its employees, agents, 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 or Truist assert a Claim against such third parties in connection with a Claim You assert against us or Truist asserts against You.

C. Excluded Claims and Proceedings

Notwithstanding the foregoing, "Claim" does not include 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 or the matter is not brought on an individual basis (i.e., a class, consolidated, collective, or representative basis). Moreover, the term "Claim" also does not include any disagreement over the arbitrability of a dispute, whether a dispute can or must be arbitrated, or whether this Mutual Arbitration Agreement or any aspect thereof is unenforceable, or any dispute regarding the provisions labeled "Pre-Arbitration Dispute Resolution" or "Class, Consolidated, Collective, and/or Representative Action Waiver," including whether they are unenforceable or have been breached; such disputes or issues must be decided only by a court of competent jurisdiction and not by an arbitrator or arbitration administrator.

D. Federal Arbitration Act

Notwithstanding any choice of law or other provision in this Terms of Service, 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. 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.

E. Class, Consolidated, Collective, and/or Representative Action Waiver

The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual Parties in arbitration. The Parties also waive the right to bring any claims for public injunctive relief or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent You or we do not exercise a right to opt out of such settlement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, or representative claims or public or non-individualized injunctive relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

F. Arbitration Procedures

(a) Pre-Arbitration Dispute Resolution: The Parties agree that good faith informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration (“Notice of Pre-Arbitration Dispute”). A Notice of Pre-Arbitration Dispute must contain the claimant’s name, telephone number, mailing address, and e-mail address, a description of the Services at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the Services and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the Parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached. If either party is represented by counsel, that party’s counsel may participate in the conference, but both You and a Truist representative must personally participate in the conference unless You and we agree otherwise in writing. For the protection of Your confidential information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all Parties. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration Dispute, unless an extension is mutually agreed to by the Parties. The Parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the initiating party’s Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The Parties agree that the statute of limitations shall be tolled

between the period when a fully complete Notice of Pre-Arbitration Dispute Resolution is received and the completion of the informal dispute resolution conference. If You are initiating the Claim, the Notice of Pre-Arbitration Dispute must be clearly marked "Notice of Pre-Arbitration Dispute" and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for You in our files. If any offers of settlement are discussed by the Parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution and informal dispute resolution conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration.

(b) After completion of the informal dispute resolution conference, if the Claim remains unresolved, either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) a description of the Services at issue; (3) a statement of the legal claims being asserted and the factual basis 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 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 nonfrivolous 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: Arbitration Election, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for You in our files.

(c) Any arbitration hearing 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 bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and – if the dispute is not resolved - 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, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, www.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 cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, 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 if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent. The arbitration will proceed in accordance with this Mutual 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. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.

(e) In addition to all other requirements in this Mutual Arbitration 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 unless otherwise provided by the rules of the administrator. Truist shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator’s fees and room rental; (2) both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator 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; (3) 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; (4) except as provided in the Class, Consolidated, 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 under the circumstances (including statutory awards of attorneys’ and expert witness fees and punitive damages) 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; (5) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (6) the arbitrator’s decision or award shall be in writing with findings of fact and conclusions of law; (7) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure

11 shall entitle the other party to recover attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim; (8) 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; (9) under no circumstances is an arbitrator or court bound by decisions reached in separate arbitrations involving different parties; (10) the arbitrator shall honor all evidentiary privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (11) 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 selected in accordance with the rules of 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, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

G. Survival and Severability

This Mutual Arbitration Agreement shall survive the termination of Your Services and the termination of any relationship between us, including the termination of this Terms of Service. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, if any portion of this Mutual Arbitration Agreement is found unenforceable, 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. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties.

H. 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. 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.

I. Right to Opt Out – Please Read

You may opt out of this Mutual Arbitration Agreement within thirty (30) days of first using any of the Services. In order to opt out, You, and only You personally, must notify Truist of Your intention to opt out by submitting to Truist, via certified mail or by overnight carrier mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, a written notice stating that You are opting out of this Mutual Arbitration Agreement. This written notice must be signed by You, and

not any attorney, agent, or other representative of Yours and include Your name, address, and a description of the Services. In order to be effective, Your opt-out notice must be received by Truist within thirty (30) days of first using any of the Services. This is the sole and only method by which You can opt-out of this Mutual Arbitration Agreement and any attempt to reject this Mutual Arbitration Agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your opt-out of this Mutual Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Mutual Arbitration Agreement by any person or entity other than You. Your opt-out of this Mutual Arbitration Agreement shall not eliminate the obligation of other persons or entities who wish to reject this Mutual Arbitration Agreement to personally comply with the notice and time requirements of this paragraph. If You opt out as provided in this subparagraph, You will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If Truist does not receive proper notice of a timely opt out, You are agreeing to the terms of this Mutual Arbitration Agreement.

(a) You may only opt out on behalf of Yourself. A written notice submitted to Truist indicating Your intention to opt out may apply, at most, to You. You (and Your agent or representative) may not effectuate an opt out on behalf of other individuals.

(b) Your decision to opt out of this Mutual Arbitration Agreement will not relieve You of any obligation to arbitrate disputes that might arise under any other service, account or agreement with Truist that contains an arbitration provision to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other service, account or agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

J. Impact on Pending Litigation

This Mutual Arbitration Agreement shall not affect Your existing rights 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 this Mutual Arbitration Agreement. However, if on such date You were bound by an existing arbitration agreement with Truist then that agreement shall continue to apply.

K. 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.

6. JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS TERMS OF SERVICE, RELATING TO THE SERVICES, 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.

7. LITIGATION CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND TRUIST HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS TERMS OF SERVICE, RELATING TO THE SERVICES, 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 YOU AND TRUIST 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.

8. USER CONDUCT, USER CONTENT, AND INTELLECTUAL PROPERTY RIGHTS

A. Copyright

We have a policy of limiting access to the Services and terminating the accounts of users who infringe the intellectual property rights of Truist Long Game and/or others. If you believe that anything on the Services infringes any copyright that you own or control, you may contact Truist Long Game Help & Support in the Help Center: [Longgamehelp.truist.com](https://longgamehelp.truist.com). Please see [17 U.S.C. § 512\(c\)\(3\)](#) for the requirements of a proper notification.

B. Trademarks

Truist Long Game, the Truist Long Game logo, and Truist purple are service marks of Truist Financial Corporation. Other featured words or symbols may be used within the Services to identify other parties' goods and services may be trademarks or service marks of those other parties.

C. User Conduct

You must comply with all applicable laws in connection with your use of the Services, and you are solely responsible for your conduct while using the Services. Further, you will not:

- (a) engage in conduct that is harassing, threatening, intimidating, or stalking, or that we otherwise deem objectionable;
- (b) use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- (c) reverse engineer any aspect of the Services or do anything that might discover the source code of the Services (except to the extent such restriction is prohibited by applicable law);
- (d) violate, infringe or misappropriate any intellectual property right, or other third-party right, or commit a tort;
- (e) reproduce (other than standard website page caching), create derivative works of, publicly perform, publicly display, distribute, sell, rent, lease, timeshare or otherwise commercially exploit the Services, in whole or in part;

- (f) attempt to bypass or circumvent measures employed to prevent or limit access to any content, area or functionality on the Services;
- (g) develop any third-party applications that interact with the Services without our prior written consent;
- (h) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by us to access the Services, extract data or otherwise interfere with or modify the rendering of Services pages or functionality;
- (i) bypass or ignore instructions contained in our robots.txt file that controls automated access to the Services;
- (j) use the Services to make withdrawals and deposits solely or principally for purposes of participating in Promotions or otherwise not for its intended purpose; or
- (k) use the Services to engage in or promote any other activity that violates the Terms.

D. User Content

(a) User Content may include (but is not limited to) questions, comments, suggestions, ideas, original or creative materials or other information about Truist Long Game or the Services sent to Truist Long Game or otherwise communicated publicly.

(b) You are solely responsible for any of your User Content and for your use of any interactive features and areas of the Services, and you represent and warrant that you own all intellectual property rights (or have obtained all necessary rights) to provide your User Content via the Services and agree to grant us the license under subsection E, below.

(c) You will not create, post, submit, share or store User Content that, in our sole discretion:

- 1) is unlawful, libelous, defamatory, obscene, pornographic, sexually suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- 2) would constitute, encourage, or provide instructions for a criminal offense, violate or infringe the rights of any party, or otherwise create liability or violate any local, state, national or international law;
- 3) contains personally identifiable information about any third party
- 4) impersonates or misrepresents your affiliation with any person or entity (including Truist Long Game or Truist Bank);
- 5) contains any unsolicited promotions, political campaigning, advertising, or solicitations;
- 6) is objectionable or that restricts or inhibits any other person from using or enjoying the Services, or that may expose us or others to any harm or liability of any type, including viruses, corrupted data, or other harmful or destructive content.

(d) We do not own, control, or endorse any User Content that is transmitted, stored, or processed via the Services. We are not responsible or liable for any User Content. Although we have no obligation to screen, edit, or monitor User Content, we reserve the right, and have absolute discretion, to remove, screen, or edit User Content posted or stored on the Services at any time and for any reason.

E. Rights in User Content

You grant Truist Long Game a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and fully sublicensable right to use, reproduce, create derivative works of, distribute, publicly perform, and publicly display all User Content in any manner we solely determine, whether now known or hereafter developed, for any purpose.

F. Proprietary Rights

The Services, including all text, videos, images, data, software, or other files, content and materials contained on the Services, are the proprietary property of Truist Bank or its affiliates, or its service providers, business counterparties and licensors. Except as expressly set forth the third paragraph of Section 3, nothing in the Terms will be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of Truist Long Game, Truist Bank, or its affiliates, or any third party to you, whether by estoppel, implication or otherwise.

9. INDEMNIFICATION, LIMITATIONS OF LIABILITY, DISCLAIMERS AND RELEASES

A. Indemnification

(a) To the fullest extent permitted by applicable law, you will defend, indemnify, and hold harmless Truist Long Game and each of our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (the “**Indemnified Parties**”) from and against all claims, damages, costs and expenses (including attorneys’ fees) that arise from or relate to: (i) your access to or use of our Services (including your participation in a Promotion); (ii) your User Content; or (iii) your violation of the Terms.

(b) This indemnity obligation includes paying for the Indemnified Parties’ attorneys’ fees and other costs of investigating and defending claims, and the costs of enforcing the indemnity obligation. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Truist.

B. Disclaimer

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

(a) THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES AS TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT; AND

(b) WE DO NOT REPRESENT OR WARRANT THAT THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, MEET YOUR REQUIREMENTS, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED.

C. Limitation of Liability

(a) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT WILL TRUIST LONG GAME OR ANY OF THE INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING RELATED TO LOSS OF REVENUE, INCOME OR PROFITS, OR LOSS OF USE OR DATA) ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS TO OR USE OF THE SERVICES OR OTHERWISE RELATED TO THE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, SIMPLE NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR ANY OTHER LEGAL OR EQUITABLE THEORY (EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE); AND (II) IN NO EVENT WILL THE AGGREGATE LIABILITY OF TRUIST LONG GAME AND THE INDEMNIFIED PARTIES (CUMULATIVELY), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE TERMS OR THE ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICES, EXCEED ANY COMPENSATION YOU PAY TO US FOR USE OF THE SERVICES.

(b) THE LIMITATIONS SET FORTH IN SUBSECTION (a) WILL NOT LIMIT OR EXCLUDE LIABILITY FOR TRUIST LONG GAME'S GROSS NEGLIGENCE, FRAUD, OR RECKLESS OR INTENTIONAL MISCONDUCT.

D. Release

To the fullest extent permitted by applicable law, you release Truist Long Game and the other Indemnified Parties from responsibility, liability, claims, demands and damages (actual and consequential) of every kind and nature, known and unknown (including, but not limited to, claims of negligence), arising out of or related to disputes between you and any third parties, or arising from or related to the acts or omissions of third parties. You expressly waive any statute or common law principles that would limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release. If you are a California resident, you further specifically waive California Civil Code 1542, which says "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

10. TERMINATION OR SUSPENSION

Notwithstanding anything contained in the Terms, we reserve the right, without notice and in our sole discretion, to terminate the Terms and/or suspend your access and use of the Services for any or no reason. You may also terminate your acceptance of the Terms upon notice to us by submitting a request to Truist Long Game Help & Support in the Help Center: [Longgamehelp.truist.com](https://www.truist.com/help). In the event of termination by either you or us, you will lose any unused Coins or other unredeemed Rewards.

11. OTHER TERMS

A. Governing Law

THE TERMS AND YOUR ACCESS TO AND USE OF THE SERVICES WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT REGARD TO CONFLICT OR CHOICE OF LAW RULES OR PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

B. Modifications to the Services

We reserve the right, in our sole discretion, to modify the Services (or any features or functionality of the Services) at any time without notice and without obligation or liability to you.

C. Miscellaneous/Other Terms

If any term, clause or provision of the Terms is held invalid or unenforceable, then that term, clause or provision will be severable from the Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of the Terms. We will not be liable for any delay or failure to perform under the Terms where the delay or failure results from any cause beyond our reasonable control.