subject to the terms of this Agreement. If a party chooses to have a Claim resolved by arbitration pursuant to this arbitration provision, neither you nor we will have the right to litigate that Claim in court, have a jury trial on that Claim, or engage in pre-arbitration discovery, except as provided for in the applicable Arbitration Rules of the selected Arbitrator(s) and as otherwise set forth in this arbitration provision.

"Ordinary Claims" are not subject to this arbitration provision and may be resolved through litigation. A Claim will be considered an "Ordinary Claim" if all three of the following are true: (1) the only remedy being sought for the Claim is monetary damages; (2) the recovery being sought for the following interest and costs; and (3) the only parties to litigation to resolve the Claim will be you, us and/or Related Parties.

Arbitrations shall be conducted by one or more impartial arbitrators (the "Arbitrator(s)"). An Arbitrator must be a lawyer with at least ten years of experience or a retired judge.

Arbitrations shall be conducted through a national arbitration organization with significant experience in financial and consumer disputes (referred to as an "Administrator"). If more than one such Administrator is available, the Administrator shall be the one mutually agreed upon by you and us. Arbitration through an Administrator shall be conducted in accordance with the arbitration rules and procedures of the Administrator which are applicable and in effect when the Claim is initiated (the "Arbitration Rules"). For Arbitrations with an Administrator, the Administrator shall provide and designate a listing of potential Arbitrators to conduct the arbitration. The Arbitrator shall be selected from the Administrator's listing and will be the Arbitrator(s) mutually agreed upon by you and us.

If no qualified Administrator is available to conduct a consumer credit related arbitration, the arbitration shall proceed by an Arbitrator without an Administrator. Arbitration without an Administrator shall be conducted in accordance with the rules and procedures of the American Arbitrator Association ("AAA") in effect when the Claim is initiated, with the Arbitrator taking the place of the AAA therein (also, the "Arbitration Rules"). For arbitrations without an Administrator, the Arbitrator(s) shall be mutually agreed upon by you and us.

If the Arbitration Rules are inconsistent with this arbitration provision, this provision will prevail. Arbitrations may be initiated pursuant to the Arbitration Rules. You or we may choose to have an arbitration hearing. You and we may be represented by counsel throughout any arbitration. Arbitration hearings will take place in the federal judicial district where you reside at the time the Claim is initiated or some other place to which you and we agree in writing. The decision of the Arbitrator(s) will be final and binding. Any final decision of the Arbitrator(s) is subject to judicial review only as set forth in the Federal Arbitration Act. Judgment upon an award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

If there is a dispute as to whether any claim, dispute or controversy is a "Claim" subject to this provision, that dispute shall be resolved solely by the Arbitrator(s) (except as noted below with reference to Class Proceedings and except that a court may decide whether a Claim is an Ordinary Claim).

An arbitration pursuant to this provision may decide only your Claims, our Claims or Claims of Related Parties. The Arbitrator(s) shall have no authority to entertain or determine Class Proceedings. If the Arbitrator(s) decide they have authority to entertain or determine any Claim brought in a

Class Proceeding, that decision may be appealed to a court of competent jurisdiction. If, despite this Agreement, Class Proceedings are allowed, those proceedings shall be conducted only in a court of competent jurisdiction. The claims of other persons who may (or may not) have similar claims may not be consolidated with any Claim. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined under this arbitration provision are (1) those brought by you and Your Related Parties against us and Our Related Parties; or (2) those brought by us and Our Related Parties against you and Your Related Parties.

The Arbitrator(s) shall have no authority to award punitive damages.

If any portion of this arbitration provision shall be found to be unenforceable, that portion will be severed, and the rest of this arbitration provision will remain in effect. However, if the Class Action Waiver is held to be invalid with respect to any Class Proceeding, the entire arbitration provision shall be null and void.

We will reimburse you for the initial arbitration filing fee up to \$350 upon receipt of proof of payment, provided that you have initiated an individualized proceeding in good faith and in accordance with this Agreement and provided that you have not initiated your proceeding in concert with any other customers. All other fees will be allocated in keeping with the applicable Arbitration Rules and applicable law. We will also advance or reimburse other fees if the Administrator or Arbitrator(s) determine there is good reason for requiring us to do so or if you ask us and we determine there is good cause for doing so. Each party will bear the expense of the fees and costs of that party's own attorneys, experts, witnesses, documents and other expenses, regardless of which party prevails.

This arbitration provision shall survive repayment of your extension of credit, our assignment of your loan, any default or acceleration with respect to your loan, and the bankruptcy (or similar proceeding) of any party.

This arbitration provision is made in connection with a transaction involving interstate commerce, and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1 through 16, as amended. The Arbitrator(s) shall apply applicable substantive law consistent with the Federal Arbitration Act, the National Bank Act and OCC regulations and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

CREDIT REPORTS: <u>We may report information about your loan to credit</u> <u>bureaus. Late payments, missed payments, or other defaults on your loan may</u> <u>be reflected in your credit report</u>. If you believe that information we report about your loan is inaccurate, notify us at P.O. Box 3412, Omaha, NE 68103-0412 (or such other address as we shall subsequently provide to you).

NOTICE TO CONSUMER: (1) Do not accept these Loan Terms before you read them. (2) You are entitled to a copy of these Loan Terms. (3) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

45 DAY RIGHT TO CANCEL: We will not charge you any interest and we will cancel your loan IF you repay the total principal amount within 45 calendar days of the open date stated in your account opening package. Payments made by mail must be sent to First National Bank of Omaha, P.O. Box 2557 Omaha, NE 68103-2557. Payments may also be made by telephone by calling 1-888-283-5228 or online at the internet address displayed in your

monthly periodic statement. Failing to cancel within the time allowed will be considered to confirm your acceptance of these Loan Terms. Your right to cancel depends on you having the ability to return the principal loan amount to us in 45 days. Once your loan is approved, we will begin to process your request immediately. We will not wait 45 days to pay your other creditors and once we pay them, we will not attempt to recover any payments made to them. You will need your own alternate source of funds in order to return the loan amount to us and cancel this loan.

KEY INFORMATION ON YOUR LOAN

You certify that all of the information you provide us is true and accurate. The terms set forth in these materials may be withdrawn and are subject to change without notice, at any time.

DISBURSEMENT: Generally, we will pay the proceeds of your loan directly to the other creditors identified in the instructions you give us. We reserve the right to reject your instructions and to impose various restrictions and limitations on the payments we will make. Proceeds of your loan may not be used to make payments on other obligations you owe to us or our affiliates (we may make limited exceptions to this rule on a case-by-case basis).

Loans cannot be used for postsecondary educational expenses or tuition, or to consolidate postsecondary educational loans. Other restrictions may apply.

CREDIT REPORTS: By requesting this loan, you agree that First National Bank of Omaha may obtain credit reports for purposes of processing your request for this loan and for later purposes related to your loan such as reviewing, updating and renewing it, and collecting. If you request, you will be informed of whether or not a credit report was requested and of the name and address of the consumer reporting agency that furnished the report. You also authorize First National Bank of Omaha to verify your employment, income and other relevant information.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask for other identifying documents. We will let you know if additional information is required.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE TO MARRIED WISCONSIN APPLICANTS: No provision of any marital property agreement, unilateral statement or court decree adversely affects our interests and/or rights unless, prior to the time the credit is granted or an open-end credit plan is entered into, we are furnished with a copy of the agreement, statement, or decree, or have actual knowledge of the adverse provision. Married Wisconsin residents applying for credit separately must furnish name and address of their spouse to Personal Loan at PO Box 2656, Omaha, NE 68172-9975.

NON-TRANSFERABLE: These loan materials are intended solely for you, and you may not transfer them. If you ask to make an application to us with another person, you will be considered to be applying for joint credit that benefits both of you.

LOAN TERMS

PLEASE READ THESE LOAN TERMS CAREFULLY; YOU WILL BE ASKED TO AGREE TO THEM WHEN YOU SPEAK TO ONE OF OUR LOAN SPECIALISTS. IF YOU REQUEST THIS LOAN, YOU WILL BE ENTERING INTO A LEGALLY ENFORCEABLE AGREEMENT TO REPAY THE LOAN AND YOU WILL BE AGREEING TO THESE LOAN TERMS. Annual Percentage Rates (APR) range from 7.99% to 15.99% Fixed and will be determined based on you creditworthiness and loan term. Loan amounts range from \$5,000 to \$30,000.

\$5,000								
APR	72 mo	nths	60 months		48 months		36 months	
	Monthly Payment	Finance Charge			Monthly Payment	Finance Charge	Monthly Payment Finance Charge	
7.99% Fixed	, ,	\$ 1,310	\$ 101.36	0	\$ 122.04	Ś 858		<u>v</u>
9.99% Fixed		\$ 1,667	\$ 106.21	\$ 1,372	\$ 126.79	\$ 1,085	\$ 161.31	
12.99% Fixed	\$ 100.34	\$ 2,224	\$ 113.74	\$ 1,824	\$ 134.11	\$ 1,437	\$ 168.45	\$ 1,064
15.99% Fixed	\$ 108.43	\$ 2,807	\$ 121.56	\$ 2,294	\$ 141.68	\$ 1,800	\$ 175.76	\$ 1,327
\$10,000								
APR	72 months		60 months		48 months		36 months	
	Monthly Payment	Finance Charge	Monthly Payment	Finance Charge	Monthly Payment	Finance Charge	Monthly Payment	Finance Charge
7.99% Fixed	\$ 175.28	\$ 2,620	\$ 202.72	\$ 2,163	\$ 244.08	\$ 1,716	\$ 313.32	\$ 1,279
9.99% Fixed	\$ 185.21	\$ 3,335	\$ 212.42	\$ 2,745	\$ 253.58	\$ 2,172		
12.99% Fixed	\$ 200.69	\$ 4,450	\$ 227.48	\$ 3,649	\$ 268.23	\$ 2,873	\$ 336.89	\$ 2,128
15.99% Fixed	\$ 216.86	\$ 5,614	\$ 243.13	\$ 4,588	\$ 283.35	\$ 3,601	\$ 351.52	\$ 2,655
\$15,000								
APR	72 months		60 months		48 months		36 months	
	Monthly Payment	Finance Charge		Finance Charge	Monthly Payment	Finance Charge		Finance Charge
7.99% Fixed		\$ 3,930	\$ 304.07	\$ 3,244	\$ 366.12	\$ 2,574	\$ 469.98	
9.99% Fixed		. ,	\$ 318.63	, ,	\$ 380.37			
12.99% Fixed		\$ 6,674	\$ 341.22	\$ 5,473	\$ 402.34	, ,		
15.99% Fixed	\$ 325.30	\$ 8,421	\$ 364.69	\$ 6,881	\$ 425.03	\$ 5,401	\$ 527.28	\$ 3,982
			\$20,000					
APR	72 mo		60 months Monthly Payment Finance Charge		48 months		36 months	
	Monthly Payment	Finance Charge		-	Monthly Payment	Finance Charge	, ,	Finance Charge \$ 2.558
7.99% Fixed	1	\$ 5,241 \$ 6,670	\$ 405.43 \$ 424.84	\$ 4,326	\$ 488.16	\$ 3,432	1	1
9.99% Fixed 12.99% Fixed		\$ 6,670 \$ 8,899	\$ 424.84 \$ 454.96	\$ 5,491 \$ 7,298	\$ 507.16 \$ 536.45	\$ 4,343 \$ 5,750		
12.99% Fixed		\$ 8,899	\$ 434.96 \$ 486.25				-	
13.33% Fixeu	ə 455.75	\$ 11,220	Ş 460.25	\$ 9,175 \$ 25,000	Ş 500.70	\$ 7,202	Ş 705.04	ş 5,510
APR	PR 72 months		60 months		48 months		36 months	
	-	Finance Charge			Monthly Payment	Finance Charge		Finance Charge
7.99% Fixed		\$ 6,551	\$ 506.79	\$ 5,407	\$ 610.21	\$ 4,289		
9.99% Fixed	\$ 463.02		\$ 531.05	\$ 6,863	\$ 633.94			,
12.99% Fixed	\$ 501.72	\$ 11,124	\$ 568.70	\$ 9,122	\$ 670.56	\$ 7,187	\$ 842.23	
15.99% Fixed	\$ 542.16	\$ 14,035	\$ 607.82	\$ 11,469	\$ 708.38	\$ 9,002	\$ 878.80	\$ 6,637
		· · · · · · · · · · · · · · · · · · ·		\$30,000		· · · · · · · · · · · · · · · · · · ·		
APR	72 months		60 months		48 months		36 months	
	Monthly Payment	Finance Charge	Monthly Payment	Finance Charge	Monthly Payment	Finance Charge		Finance Charge
7.99% Fixed	\$ 525.85	\$ 7,861	\$ 608.15	\$ 6,489	\$ 732.25	\$ 5,148	\$ 939.95	\$ 3,838
9.99% Fixed	\$ 555.62	\$ 10,005	\$ 637.26	\$ 8,236	\$ 760.73	\$ 6,515	\$ 967.87	\$ 4,843
12.99% Fixed	\$ 602.06	\$ 13,349	\$ 682.44	\$ 10,946	\$ 804.68	\$ 8,624	\$ 1,010.67	\$ 6,384
15.99% Fixed	\$ 650.59	\$ 16,842	\$ 729.38	\$ 13,763	\$ 850.05	\$ 10,803	\$ 1,054.56	\$ 7,964

All references to "you" and "your" mean each person who accepts these Loan Terms. References to "we," "us" and "our" mean First National Bank of Omaha.

ACCEPTING THESE LOAN TERMS: You will be considered to accept these Loan Terms if you request us to make this loan. If we receive your request by telephone, you will be considered to accept and agree to these Loan Terms by making your request over the phone. If we ask you to make your request in writing or electronically, you will be considered to accept and agree to these Loan Terms by giving us a written or electronic request. Please make sure that you understand and agree to these Loan Terms before you make your request. If you do not understand these Loan Terms or if you have questions, please call 1-888-283-5098.

YOUR SPECIFIC TERMS: Before you accept these Loan Terms, we will discuss with you the specific principal amount we will lend you, the specific interest rate that will apply and your specific repayment terms. These are referred to as your "Specific Terms." Your Specific Terms will be considered a part of these Loan Terms that you accept and agree to. Your Specific Terms will be confirmed in a separate Disclosure Statement that we will send to you before the due date of your first payment (your "Disclosure Statement"). Your Disclosure Statement will be prepared on the assumption that you will make all your payments on time. Your final payment may be larger or smaller depending on whether you make all your payments on time. In addition, if you request a particular due date, that may increase or decrease the period until your first payment is due. A longer period will result in increased interest charges and a larger final payment; a shorter period will result in decreased interest charges and a smaller final payment.

DISBURSEMENT: The amount of your loan will be disbursed according to your request (but subject to our restrictions and limitations). Normally, this means we will pay an amount you specify to one or more creditors that you specify. It may take up to two weeks for payment to your other creditors to be made. You should continue to make payments to your other creditors. You are liable for any late payments, finance charges or disputed amounts on your other accounts. If you want your other accounts closed, you are responsible for doing so. If we determine that we cannot follow your instructions, we may choose to issue a check directly to you or we may credit your loan balance for the amount that we do not disburse.

PROMISE TO PAY: You promise to pay us the principal amount of the loan with interest in accordance with your Specific Terms as set forth in your Disclosure Statement and these Loan Terms. Interest will begin to accrue on the date of the first disbursement of your loan proceeds and will continue to accrue on the unpaid balance of your loan until you have repaid that balance in full. Interest will be calculated for each monthly billing cycle. To do this, we will multiply 1/12th of the annual interest rate by the unpaid principal balance outstanding as of the last day of the billing cycle. If we send you a billing statement, you agree to make your payment in the amount and by the due date shown on the billing statement. If you do not receive a billing statement, vou still remain obligated to make your scheduled monthly payments (if you do not receive a billing statement, you can call 1-888-283-5228 for payment information). We may apply payments in the order we choose, subject to any requirements of law (for example, we may apply payments first to any unpaid fees and charges, then to unpaid interest, then to the unpaid balance of your loan). You agree to pay all outstanding amounts with your final payment. We may increase the number of your payments so that the amount of your final payment is not more than double the amount of a regular payment.

JOINT BORROWERS: Each person who accepts these Loan Terms will be individually and jointly responsible for paying the entire amount owed to us. This means we can enforce our rights against any one of you individually or against all of you together. Your obligation to pay is independent of the obligation of any other person who has also agreed to pay. You remain obligated to pay even if any joint applicant with you is not obligated to pay.

PAYMENTS: You agree to make your payments in lawful money of the United States of America to First National Bank of Omaha, P.O. Box 2557, Omaha, NE 68103-2557, or to such other address as we may specify from time to time. You agree to follow the reasonable requirements for payments that we specify. There may be a delay in crediting your payments if you fail to follow our requirements, including the requirement that we receive your payment no later than 5:00 p.m. (Central Time) on the date the payment is due. We may accept payments marked "payment in full" or with other markings without losing our right to payment in full. We may reject payments that are not in United States Dollars or not drawn on a United States bank. If we choose to accept a payment that is not in United States Dollars or not drawn on a United States bank, you agree to pay any collection or conversion fees assessed to us by third parties.

PREPAYMENT: You may prepay all or part of your loan at any time without penalty. Unless you prepay in full, you must still make your remaining regularly scheduled payments on time. Making prepayments will save you money. Prepayments may be applied first to accrued interest and then to principal.

FEES: If we do not receive any payment in full within ten days of when it is due, a late fee of 5.00% of that payment will be due with your next payment. If any of your payments (for example, your check or an automatic transfer) is dishonored or returned to us for any reason, a returned payment fee of \$15 will be due with your next payment. This fee will be due even if the returned payment is resubmitted and then honored.

DEFAULT: You will be in default if: (i) we do not receive the full amount of any payment by its due date; (ii) we reasonably believe that you are unable or unwilling to pay; (iii) you file for bankruptcy, become insolvent or die; or (iv) you made any false or misleading statements to us when requesting this loan. If there is more than one of you, references to "you" in the preceding sentence mean "one or both of you." Subject to applicable law and any right to cure that you may have under that law, we can demand the immediate payment of the entire unpaid balance of your loan if you are in default. If we demand immediate payment, you must continue to pay interest until your loan has been repaid in full. We may also exercise any other rights given by law when you are in default. We may delay or decide not to exercise to sercise those rights later. We may require immediate payment of your entire balance even if we accept a payment after one of the above-listed events.

COMMUNICATIONS: We may call or email you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls or emails will not be considered unsolicited. If you provide a cell phone number or email address to us or if you place a cell phone call to us or send us an email, you agree that we may contact you (including for collection purposes and including using any of the methods set forth above) at that cell phone number or email address. We may monitor and record all calls. If you change your address, you must notify us of your new address in writing within 10 days. If mailed, notices to you will be considered given when we deposit the notice in the U.S. mail addressed to the most recent address we have for you.

TRANSFERS: We may transfer your balance, along with our rights under these Loan Terms, in whole or in part, to another entity. That entity will then be entitled to enforce these Loan Terms. You may not transfer your rights or obligations under these Loan Terms. You acknowledge that these Loan Terms are binding on you, your heirs, personal representatives, successors and assigns.

GOVERNING LAW: These Loan Terms shall be governed by federal law and, to the extent state law applies, Nebraska law, regardless of conflict of law principles. If there is any conflict between any of the terms of these Loan Terms and applicable law, these Loan Terms should be considered changed as necessary to comply with applicable law. In no event shall any interest, fees or other sums payable hereunder exceed the maximum amount permitted by applicable law. Nothing in these Loan Terms is intended to authorize us to take actions that are contrary to applicable law. We have obligations under applicable law and are not excused from complying with those obligations simply because they are not detailed in these Loan Terms.

PRIVACY: Our Privacy Policy, which is available at www.firstnational.com/privacy, includes a summary of the personal information we collect, when it may be shared with others, how we safeguard the confidentiality and security of information and the steps you may take to limit our sharing of such information with others. You agree to receive our Privacy Policy at a later time – it will be included along with the Disclosure Statement which will be sent to you before your first payment is due.

COMPLETE AGREEMENT: These Loan Terms supersede all prior communications and agreements between you and us with respect to your loan. No amendment or modification to these Loan Terms shall be binding unless confirmed by us in writing. Any invalid or unenforceable provision of these Loan Terms will not invalidate or affect any other part of these Loan Terms. Your loan is unsecured; we will not use collateral securing other loans with us (if any) to collect on this loan.

"CLAIMS" AND RELATED DEFINED TERMS: As used in these Loan Terms, "Claim" means any pre-existing, present or future claim, dispute or controversy that arises from or in any way relates to: (a) this Agreement, your loan, the credit we offer or deny to you in connection with your loan. any advertising or application for your loan, or the other products or services that are offered in connection with your loan: or (b) the acts or omissions of you, of us, or of Related Parties if those acts or omissions affect or relate to your loan or any benefits, rewards or other products or services related to your loan. Claims include, but are not limited to, claims based on contract and tort (including intentional torts), claims made in law or in equity, claims based on constitutional, statutory, regulatory and common law rights, and claims for damages, penalties and injunctive, declaratory or equitable relief. When the term "you" is used in this provision on "Claims" or in the provisions on "Limitations on Claims" or "Arbitration," that term means you and any of the following people who will be considered "Your Related Parties": any co applicant, joint Borrower or guarantor on your loan, your heirs and your trustee in bankruptcy. References to "Our Related Parties" in this Agreement includes affiliated third parties such as our parent, subsidiaries, and affiliates and our and their officers, directors, agents, employees, representatives, successors and assigns. "Our Related Parties" also include unaffiliated third parties that provide products, services or benefits (to you or to us) in connection with your loan or that have otherwise participated in the marketing or servicing of your loan. Any Claim or Claims brought by or on behalf of a

class, brought in a representative capacity on behalf of any person other than you or brought otherwise on a class basis, or brought in the form of a private attorney general action are referred to as "Class Proceedings" regardless of whether they are commenced in court or in arbitration.

LIMITATIONS ON CLAIMS: Before you bring a Claim against us, you must notify us in writing of your Claim, including the amount of the Claim. Before we bring a Claim against you, we must notify you in writing of our Claim, including the amount of the Claim. If you have a Claim based on something we or Our Related Parties may have done or failed to do: (1) you agree to provide your notification to us within 90 days after the time you could have first learned what we or Our Related Parties did or failed to do; and (2) we will be afforded a reasonable period of time to take corrective action before you commence court proceedings or arbitration. If we have a Claim based on a payment obligation that you may have to us: (1) our notification requirement will be considered satisfied by sending you a billing statement; and (2) you will be afforded the period of time allowed by this Agreement and applicable law to make the payment before we commence court proceedings or arbitration.

You and we both agree, to the fullest extent allowed by law, that: (i) Claims will not under any circumstances be pursued in Class Proceedings; (ii) we waive the right to bring or to participate in Class Proceedings against you; and (iii) you waive the right to bring or to participate in Class Proceeding against you; we may not join that proceeding or participate as a member of that class. If some other person initiates a Class Proceeding against you, we may not join that proceeding or participate as a member of that class. If some other person initiates a Class Proceeding against us, you may not join that proceeding or participate as a member of that class. This paragraph is referred to below as the "Class Action Waiver".

ARBITRATION:

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY:

WITH LIMITED EXCEPTIONS, THIS ARBITRATION PROVISION ALLOWS EITHER PARTY TO REQUIRE THAT ANY "CLAIM" (AS DEFINED ABOVE) BE RESOLVED BY BINDING ARBITRATION.

ARBITRATION REPLACES THE RIGHT TO GO TO COURT AND TO HAVE A CLAIM DETERMINED BY A JURY. OTHER RIGHTS YOU MAY HAVE IN COURT, SUCH AS DISCOVERY OR APPEAL RIGHTS, MAY NOT BE AVAILABLE OR MAY BE MORE LIMITED IN ARBITRATION. EXCEPT AS PROVIDED BELOW, THOSE OTHER RIGHTS ARE WAIVED.

YOU WILL NOT BE ABLE TO DO THESE TWO THINGS (IN COURT OR IN ARBITRATION): (1) BRING A CLAIM AS A CLASS PROCEEDING; OR (2) PARTICIPATE IN A CLAIM AS A CLASS MEMBER.

Except as provided below: (1) you may unilaterally choose to have any Claim that we bring against you resolved through binding arbitration; and (2) we may unilaterally choose to have any Claim that you bring against us (or us and any of Our Related Parties) resolved through binding arbitration. If you assert a Claim against any of Our Related Parties, but you do not also assert that Claim against us, the Related Party (or whoever will be defending the Related Party) may unilaterally choose to have that Claim resolved through binding arbitration. If an Ordinary Claim is pursued in a court proceeding, the party that commenced that court proceeding may unilaterally choose to have any Claim in the form of a counterclaim brought in that proceeding resolved through binding arbitration and may, at its discretion, join the Ordinary Claim in the arbitration