

ADDITIONAL TERMS OF AGREEMENT

1. Restricted Activities.

Your Account, is non-transferable and may be used only by you as provided in this Agreement. In addition, in using or accessing CaddyVend, the CaddyVend Site, your Account, the CaddyVend Mobile Application, or your Sub-Account you agree that you will not:

- (1) Breach this Agreement or any other policy, terms of CaddyVend, or agreement that you have agreed to with us;
- (2) Violate any Applicable Law;
- (3) Attempt to fund your Account with an ACH that is returned, revoked or otherwise unable to be processed;
- (4) Purchase or sell, or facilitate the purchase or sale of, illegal goods or services or engage in unlawful gambling activities;
- (5) Provide false, inaccurate, or misleading information;
- (6) Use CaddyVend in a manner that results in or may result in complaints or Disputes;
- (7) Use your Account, Sub-Account or CaddyVend in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, National Automated Clearinghouse Association rules or Applicable Law; or
- (8) Use CaddyVend in connection with other prohibited activities of which we notify you.

If you breach this Section or permit others to do so or conduct (or attempt to conduct) any transactions that we believe are not permitted by this Agreement (such as one of the activities set forth above) or Applicable Law, we may, at our sole discretion and without waiving any of our rights, freeze, close, cancel, suspend, or limit your use of your Account, or Sub-Account.

2. Unauthorized Transactions.

CALL CUSTOMER SERVICE IMMEDIATELY OR WRITE TO US AT CaddyVend Dispute Forum, _____ if you believe someone has transferred or may transfer funds from your Account or Sub-Account without your permission, if you believe that an electronic fund transfer has been made without your permission using information from your Account or CaddyVend Sub- Account (an "Unauthorized Transaction").

You may be liable for other unauthorized use of your Account or Sub-Account. Also, if your periodic statement lists transactions you did not make, tell us at once. If you do not tell us within _____ days after the statement is made available to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us within such period. You agree to provide us all information and assistance reasonably requested by us in order to timely make a complete investigation of the unauthorized transactions. We reserve the right to investigate all unauthorized transactions.

3. Erroneous Transactions or Questions About Transactions.

Contact us as soon as you can if you think your periodic statement, online transaction history or receipt/transaction confirmation is incorrect or if you need more information about a transaction listed on a statement, history or receipt. For errors other than unauthorized transfers we must hear from you

no later than thirty (30) days after we made available the FIRST statement on which the problem or error appeared. When notifying us, you must: (a) tell us your name, and Account or Sub-Account number; (b) describe the error or the transaction you are unsure about and explain why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error. If you contact us by phone, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If, however, we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days after your contacting us for the amount you have reported to us is in error so that you will have the use of the funds during the time it takes us to complete the investigation; provided, that if we ask you to submit your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account during the time it takes us to complete the investigation. You agree to provide us all information and assistance reasonably requested by us in order to timely make a complete investigation.

4. Our Rights & Liabilities.

a. Transaction Limits.

We may set transaction limits for your use of the Account and any Sub-Account, including in circumstances in which we have not verified all of the identity and other personal information you have provided. Except as required by Applicable Law, these limits can be changed at any time by us in our discretion for legal, risk management, security or other purposes, with or without notice to you.

As a security measure for you and us, we may also decline authorizations for certain transactions when we believe your Account or Sub-Account may have been compromised, you do not have Available Funds, or in our discretion for other legal, risk management, security or other purposes. We may also prohibit certain types of transactions where we believe fraud or misuse risk is higher.

b. Requests for Funds Transfers.

Users may send messages to transfer funds to, or request a funds transfer from, other individuals. Individuals receiving these requests are not obligated to accept or respond to a request, and we make no representation that any such requested transfer funds will occur or that it will be seen by, or responded to by, the other individual. You agree that we will not be liable for damages in connection with any failure of an individual to send funds in response to such a request, and have no obligation to review any such request or similar message.

c. Liability for Failure to Make Transfers.

If we do not complete a transaction to or from your Account (or Sub-Account) on time or in the correct amount in accordance with this Agreement, we will be liable for your losses or damages, subject to certain exceptions. We will not be liable, for instance, if: (a) through no fault of ours, you do not have enough Available Funds in your Account (or Sub-Account) to complete a transaction; (b) our computer systems or other electronic terminal where you are making a transaction does not operate properly and you knew about the failure when you started the transaction; (c) your wireless provider refuses the transaction; (d) access to your Account or Sub-Account has been blocked after you reported lost or stolen funds; (e) there is a hold on the funds in your Account or Sub-Account or the funds in your Account or Sub-Account are subject to any legal process or other encumbrance restricting their use; (f) we have reason to believe the requested transaction or withdrawal is unauthorized; (g) circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (h) the transaction would violate the terms and conditions of this Agreement; or (i) there are other exceptions stated in this Agreement with you.

d. Suspension of Use; Cancellation; Closure.

We, in our sole discretion, may limit your use of, suspend or terminate your privileges with respect to, your Account and/or Sub-Account or any feature or benefit thereof, with or without cause or notice, other than any notice required by Applicable Law, including in the event we believe there has been a breach in security or there has been unauthorized activity involving your Account or you have engaged in activity that violates the terms of this Agreement. We reserve the right to suspend or close your Account (or Sub-Account) if, among other reasons, (i) you neither add money to nor use your Account, Sub-Account and/or Card for one year or more, (ii) there are no funds remaining in your Account or Sub-Account for one year or more, (iii) you attempt to add money to your account from your payment funding source and are declined or dishonored repeatedly, (iv) you withdraw your consent to deal with us electronically pursuant to the Consent Statement or (v) for any other reason permitted by Applicable Law. We may, in our sole discretion, decide not to immediately exercise our rights pursuant to this paragraph, but such forbearance (whether once or repeatedly) shall not constitute a waiver nor shall it preclude our right to exercise our rights in the future.

If we decide to close or suspend use of your Account or Sub-Account, we will send an email to the primary email address we have in our records for you. Upon closure of your Account and/or Sub-Account, you must immediately discontinue use of your Account and/or Sub-Account as applicable. Our closure of your Account and/or Sub-Account will not affect your obligations under this Agreement. We will not collect any fees with respect to your Account or Sub-Account while your Account or Sub-Account is suspended.

5. Disclaimer of Warranties; Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU REGARDING CADDYVEND, THE CADDYVEND SITE, THE CADDYVEND MOBILE APPLICATION, THE PLATFORM, ACCOUNTS, SUB-ACCOUNTS, ANY FEATURE THEREOF OR ANY SUBJECT MATTER COVERED BY THE SUBSTANCE OF THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT CADDYVEND, THE CADDYVEND SITE OR THE CADDYVEND MOBILE APPLICATION WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF CADDYVEND, THE CADDYVEND SITE OR THE CADDYVEND MOBILE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE. WE WILL NOT BE RESPONSIBLE FOR ANY CADDYVEND SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF TRANSACTIONS OR USE OF THE CADDYVEND SERVICE OR THE CADDYVEND SITE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF OUR EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500

IN THE AGGREGATE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL WE OR ANY OF OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER ARISING DIRECTLY OR INDIRECTLY, EVEN IF WE OR ANY OF OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES HAVE BEEN ADVISED SUCH DAMAGES MIGHT OCCUR.

NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. The laws of certain states or other jurisdictions do not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement.

THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT OR USE CADDYVEND, THE CADDYVEND SITE OR THE CADDYVEND MOBILE APPLICATION.

6. Notices & Communications.

a. Notices.

By registering for CaddyVend and accepting the terms and conditions of this Agreement, you consent to receive notices and information regarding CaddyVend and your Account and Sub-Account(s), as well as the transfer of funds to and from your Account or Sub-Account(s) via email to the primary email address we have in our records for you and, if you have opted in to receive the SMS Service, via text messages. All notices and information sent to you via email and/or text message (where you have opted in to receive the SMS Service) will be deemed to be in writing and received by you when sent to you. You can manage your preferences for receiving certain servicing messages from us by logging into your Account or Sub-Account, on the CaddyVend Site or via the CaddyVend Mobile Application.

b. Text Messages.

In order to communicate with us via text or receive text messages from us, you must opt in to the SMS Service on the CaddyVend Site or via the CaddyVend Mobile Application and specifically grant us permission to communicate with you via text message communications. See Section 11.b for more details.

c. Telephone Monitoring/Recording.

From time to time, we may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by Applicable Law.

7. Confidentiality and Disclosure of Information.

We will disclose information to third parties about your Account, Sub-Account, and Card transactions:

- (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Account or Sub-Account for ourselves or for a third party, such as a credit bureau or merchant; (iii) in order to verify your identity or any accounts you hold (including wireless service accounts); (iv) in order to comply with government agency or court orders; (v) if you give us your written permission; or (vi) as set forth below. We may disclose your first name, last name and email address to the individual or User that you are seeking to transact with or are transacting with via CaddyVend (e.g., if you initiate a Request Money transaction, we will share your first and last name and email address with the individual or User you are requesting

the money from). We may also show your name in that User's transaction history.

Additionally, we may share your address and contact information with the Club through whom you hired a caddy to allow the Club to process your transaction with caddies and perform any related Club service function.

Your Internet service provider may automatically provide information about you to our web server, such as its web site address and possibly your email address. We may collect information that you send to us in an e-mail or text message and information that you submit to us in a script based form.

Email sent to us may not be secure. If you choose to send us an email message, you are consenting to our unencrypted retention of the content of the email, your email address, and our response.

We do not rent, sell, or share personal information about you with other people or non-affiliated companies except to provide services you requested, or under the following circumstances:

We respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims;

We believe it is necessary to share information in order to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of CaddyVend terms of use, or as otherwise required by law.

We may transfer information about you if CaddyVend is acquired by or merged with another company. In this event, we must notify you if such acquiring company will change this privacy policy, and such change in this policy does not conform to the Agreement.

If CaddyVend desires to change or modify this privacy policy, and such change or modification is not in conformance with the Agreement, then CaddyVend agrees not to change this privacy policy without the express written consent of the Member.

We reserve the right to send you certain communications relating to the CaddyVend service, such as service announcements and administrative messages that are considered part of your CaddyVend account without offering you the opportunity to opt-out of receiving them.

Confidentiality and Security

We limit access to personal information about you to employees and independent contractors who we believe reasonably need to come into contact with that information to provide services to you or in order to perform services.

We have physical, electronic, and procedural safeguards that to protect personal information about you.

Changes to this Privacy Policy

CaddyVend may update this policy. We may notify you about significant changes in the way we treat personal information by sending a notice to the primary email address or text number specified in your CaddyVend account and optionally by placing a prominent notice on our site.

8. Miscellaneous.

a. Contact Information. You may contact us by calling Customer Service during business days at _____, or by writing to us at CaddyVend, _____ . Complaints or questions submitted in writing should be mailed to the above address.

b. Business Days.

For purposes of this Agreement, our business days are Monday through Friday, other than federal banking holidays.

c. Change of Email Address or Address.

Tell us immediately if your email address or U.S. mail or postal address changes. If you do not notify us about an address change, information regarding your Account or Sub-Account may be emailed or mailed to the wrong person.

d. Notices.

Any notice we send to you shall be deemed delivered (i) when posted on the CaddyVend Site, (ii) one (1) business day after emailing it to you at the last primary email address you provided for your Account or Sub-Account or (iii) three (3) business days after mailing it to you at the last U.S. mail or postal address you provided for your Account or Sub-Account. You agree we may accept changes of mail or postal address from the U.S. Postal Service.

e. Unclaimed Property.

If your Account or Sub-Account becomes inactive, we may be legally required to report the balance in your Account or Sub-Account as unclaimed property and forward the unclaimed funds to a state in accordance with Applicable Law. The specified period of time to report and send such funds in an inactive Account or Sub-Account to a state varies by state, but usually ranges between two (2) and five (5) years.

f. Attorneys' Fees and Costs.

Except as may be provided otherwise herein, you agree to pay all costs incurred by us or our successors or assigns in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by Applicable Law.

g. Governing Law.

This Agreement, CaddyVend, your Account, Sub-Account, your use of the CaddyVend Site, and the CaddyVend Mobile Application, and any claim, Dispute or controversy arising from or relating to this Agreement, CaddyVend, your Account, Sub-Account, CaddyVend Card or Sub-Account Card and your use of the CaddyVend Site and the CaddyVend Mobile Application are governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in Illinois.

h. Waiver.

To the fullest extent permitted by Applicable Law, you waive and release us from all defenses, rights, and claims you have or may have against us arising from or relating to this Agreement, CaddyVend, your Account, Sub-Account, the CaddyVend Site, the CaddyVend Mobile Application or any of the foregoing.

i. Delay of Rights.

We can waive or delay enforcement of any of our rights under this Agreement without losing them.

j. Void Where Prohibited.

Not all services described in this Agreement are available to all persons or at all locations. We reserve the right, in our sole discretion, to limit, restrict or prohibit the provision of any such CaddyVend Services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

k. Non-Assignability; Assignability.

You may not assign or transfer this Agreement or any of your rights, obligations, duties, responsibilities, or liabilities under this Agreement without our prior written consent, and any attempt to the contrary without our prior written consent shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns.

We may assign all or portions of our rights and obligations under this Agreement without your approval to any entity which acquires all or substantially all of our assets or to any Affiliate or successor. In addition, if we reimburse you for a claim you have made or if we otherwise provide you with a credit or payment with respect to any problem arising out of any transaction made with the Account, you are automatically deemed to assign and transfer to us any rights and claims, excluding tort claims, that you have, had or may have against any third party for an amount equal to the amount we have paid to you or credited to your Account. You agree that you will not pursue any claim against, or reimbursement from, such third party for the amount that we paid or credited to your Account, and that you will cooperate with us if we decide to pursue the third party for the amount paid or credited. Neither our failure to exercise any of our rights under these Terms and Conditions, nor our delay in enforcing or exercising any of our rights, shall constitute a waiver of such rights. If we waive any right under these Terms and Conditions on one occasion, such waiver shall not operate as a waiver as to any other occasion.

l. Severability.

If any provision of this Agreement is determined to be invalid or unenforceable under any Applicable Law, the validity or enforceability of any other provision of this Agreement shall not be affected, and, in lieu of such invalid or unenforceable provision, there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

m. Entire Agreement.

This Agreement (including all agreements and policies referenced in this Agreement) sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

n. Survival.

Sections 2 through 9 will survive: (i) the closing of your Account and/or Sub-Account; (ii) the bankruptcy of any party; and (iii) any permitted transfer, sale or assignment of this Agreement, if any.

o. Changing This Agreement/Notices.

We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you notice, subject to Applicable Law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with CaddyVend at our sole discretion at any time, with or without cause, and without giving you notice, subject to Applicable Law. We reserve the right to deliver to you any notice of changes to existing terms or the addition of new terms by posting an

updated Agreement on the CaddyVend Site or delivering notice of changes to you electronically to the email address you have provided for your Account if you have given us consent to do so.

p. Special Offers and Marketing.

Special offers may be available from time to time at participating merchants. As a Member, you may also be eligible to participate in various special programs from time to time. Specific terms, conditions and restrictions for each offer or special program can be accessed at the CaddyVend Site. We take no responsibility for such special offers. We reserve the right to add to, change and/or cancel the offers at any time.

q. Our Role as Service Provider.

When you use CaddyVend, you are authorizing us to act as your agent only with respect to holding, sending, or receiving funds. For all other purposes of this Agreement, we are an independent contractor.

9. Agreement to Arbitrate Disputes.

This Section 9 sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action.

a. Definitions.

As used in this Section 9, the term "Claim" shall mean and include any claim, Dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to this Agreement, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Section 9 or the Agreement. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the Account or Sub- Account (including, but not limited to, third parties who accept payment through the Account or Sub-Account, third parties who use, provide or participate in programs accessed with the Account or Sub-Account, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Section 9, "you" and "us" also include any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, CaddyVend Service or benefit in connection with the Account or Sub-Account.

b. Initiation of Arbitration Proceeding/Selection of Administrator.

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 9 and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to CaddyVend as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com, and/or AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in

writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the “class Action Waiver and Other Restrictions” provision set forth below.

c. Class Action Waiver and Other Restrictions.

Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator’s authority to resolve and make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the “Continuation” provision below), and without waiving either party’s right of appeal, if any portion of this “Class Action Waiver and Other Restrictions” provision is deemed invalid or unenforceable, then the entire Section 9 (other than this sentence) shall not apply.

d. Arbitration Procedures.

This Section 9 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (“FAA”), and the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator’s sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator’s written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within thirty (30) days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant’s written notice. The panel’s majority vote decision shall be final and binding.

e. Location of Arbitration/Payment of Fees.

The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees.

f. Continuation.

This Section 9 shall survive termination of this Agreement, your Account, Sub-Account or the relationship between you and us concerning your Account or Sub-Account, any permitted transfer, sale, or assignment of your Account or Sub-Account, or any amounts owed on your Account or Sub-Account, to any other person or entity as well as voluntary payment in full of any shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Section 9, except the “Class Action Waiver and Other Restrictions” provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 9, this Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.