



RELIANT DEDICATED ACCOUNT AGREEMENT AND RELIANT SERVICES TERMS AND CONDITIONS

Updated: February 1, 2022

Your Reliant Dedicated Account: These terms and conditions ("Terms") are between you and RAM Payment, LLC dba Reliant Account Management ("Reliant", "we", "our") and govern your use of your Reliant Dedicated Account ("Account") and the services related to that Account provided by Reliant to you or on your behalf ("Reliant Services" or "Services"). You must be an individual and a resident of the United States or one of its territories and at least 18 years old or the age of majority in your state of residence and legally capable of entering into a binding agreement with Reliant to open and use an Account and the Reliant Services. If you are a business, the business must be organized in, operating in, or a resident of, the United States or one of its territories to open and use an Account and the Services.

Accepting These Terms: By opening and using an Account or using Reliant Services and agreeing to these Terms, you agree to comply with all aspects of these Terms, including our rules, policies or other documents which are incorporated by reference herein, and any upcoming changes described on the [Terms Updates](#) page at the time you accept these Terms (which changes will apply to you on the indicated effective dates).

THESE TERMS INCLUDE AN AGREEMENT TO RESOLVE DISPUTES BY ARBITRATION ON AN INDIVIDUAL BASIS.

You also agree to comply with the [Reliant Terms of Use](#) and [Privacy Policy](#). Please carefully read all the Terms and each of the other rules, policies or other documents that apply to you. We may revise these Terms from time to time by posting the revised version on the [Terms Updates](#) page of our website. The revised version of these Terms will be effective at the time we post it, unless otherwise noted. By continuing to use our Services after any changes to these Terms, you agree to abide and be bound by those changes. If you do not agree with any changes to these Terms, you should close your Account and stop using our Services. If these Terms conflict with terms applicable to specific services we make available to you, the service-specific terms will govern for that service.

RELIANT DEDICATED ACCOUNTS

Opening an Account; Account Purpose: Your Reliant Dedicated Account may be used solely for processing payments to and from the Account (including electronic and automatic Account funding transactions and outgoing transfers), making disbursements as directed by you or your Program Provider in connection with your program with your Program Provider, and providing related online transaction and accounting information.

Your Program Provider is the company with which you are working that referred you to Reliant to open an Account and is specified in the Authorization Form provided to you at Account opening. Reliant is not an owner, employee, agent, affiliate, or partner of your Program Provider. Reliant provides the Account and the Reliant Services to you and your Program Provider as an independent third party.

Before you can open an Account, we must verify or have previously verified the required personal identification information that you provide to us, namely: name, physical address, date of birth and taxpayer identification number. If we are unable to verify your information, we may ask you to provide supplemental identifying information [which may include a state issued identification such as a driver's license and/or a social security card]. See Identity Verification section below for more details.

You must keep your mailing address, email address and other contact information current with Reliant, and notify us of any changes immediately.

After your Account is opened, you will be emailed login credentials in order to view Account information and receive important notices in connection with your Account via our website. You are responsible for maintaining adequate security and control of your usernames, passwords, personal identification numbers (PIN), or any other codes that you use to access your Account and the Services.

Tell us AT ONCE if you believe your username or password, PIN or other code to access your Account has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission, by contacting us at (877) 859-1450 or customersupport@ramservicing.com. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Account credentials, you can lose no more than \$50 if someone used your Account login credentials without your permission. If you do NOT tell us

within 2 business days after you learn of the loss or theft of your Account login credentials, and we can prove we could have stopped someone from using your Account login credentials without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made with your Account login credentials, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Washington State Residents Only: Under the Washington Debt Adjusting Act, the total fees you are charged for debt adjusting services may not exceed fifteen percent of the total amount of debt you listed on your contract with the debt adjuster. This includes fees charged by a debt adjuster, a third-party account administrator, and a financial institution.

Closing an Account; Refunds: Closure requests may be made in writing to the address below. Within seven (7) Business Days of notification of a closure request or other request for a refund of Account balances, the Account balance will be reconciled and any funds remaining in the Account will be refunded to you. Any fees that have been earned and are owed to your Program Provider and/or Reliant may be debited and disbursed prior to the remaining Account balance being remitted to you. See Service Fees section below for applicable charges.

Holding Funds in Your Account: Any balance in your Account represents an unsecured claim against Reliant or the custodial bank holding funds for the benefit of Reliant's customers. Reliant or the custodial bank will hold these funds as custodian, and you are the beneficial owner of the funds. Reliant or the custodial bank will deposit your funds into one or more custodial accounts maintained for the benefit of account holders with funds of other Account holders and held at one or more Federal Deposit Insurance Corporation (FDIC)-insured banks.

Reliant customer funds in these custodial accounts are eligible for pass-through FDIC insurance coverage. Subject to the limitations set forth below, this means that if a bank holding the custodial account in which your funds are deposited fails, you should be eligible to be insured by the FDIC up to the standard maximum deposit insurance amount (currently \$250,000). Note that the FDIC insurance maximum applies to the aggregate of all funds that you have on deposit in all accounts you have with the same bank in a particular FDIC ownership category. If the total balances you have at any bank exceed FDIC insurance limits, the amount in excess of those limits could be lost if the bank fails. FDIC insurance coverage is contingent upon Reliant maintaining accurate records and on both Reliant and the bank in which the funds are deposited otherwise complying with requirements in FDIC regulations. The determinations of whether these requirements have been satisfied and whether you are eligible for insurance coverage will be made by the FDIC at the time that a bank holding a custodial account fails.

Reliant is not a bank and does not take deposits. You will not receive interest or any other earnings on funds held in these custodial accounts.

PAYMENT AUTHORIZATION AND TRANSACTION PROCESSING

You authorize Reliant or its designated custodial bank, as applicable, to (i) initiate transfers from your account at the depository financial institution stated on your ACH Authorization, receive and hold your funds in an Account held by Reliant or the designated custodial bank separate from its corporate funds as custodian for the benefit of its customers, including you, and to make payments you have agreed to make under your program with your Program Provider ("Program") or otherwise authorized Reliant to make in connection with the Services; and (ii) disclose information to and communicate with your Program Provider about your Account balance and transactions, and permit your Program Provider to electronically access and review all of your information without additional involvement by you (collectively, the "Payment Authorization").

Fees due to your Program Provider may be paid by a draft from your bank account or disbursement from your Reliant Account balance separate and distinct from payment of any other amounts under your Program. You agree that Reliant or the designated custodial bank, as applicable, will disburse from your funds the then-current Service Fees as stated herein, those of your Program Provider, and

such other disbursements (including settlement payments to your creditors) as directed by you or as communicated to Reliant at your instruction by your Program Provider. You may withdraw consent for any specific disbursement whether made directly or through your Program Provider by calling us at (877) 859-1450 or providing written notice at 412 North Cedar Bluff Rd., Suite 400, Knoxville, TN, 37923, in time for us to receive your request three (3) Business Days before the scheduled disbursement. If you call us, we may also require you to put your request in writing and send it to us within fourteen (14) days after you call. If you fail to notify Reliant in a timely manner, or Reliant does not receive actual notice, the disbursement will be processed, and Reliant will have no liability for the payment made.

If we do not complete a payment from your Account on time or in the correct amount according to these Terms, we will be liable for your losses or damages to the extent required under the federal Electronic Fund Transfer Act. However, there are some exceptions. We will not be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your Reliant Dedicated Account to make the payment; (2) If, though no fault of ours, a creditor/payee refuses to honor a payment or does not credit your account with the creditor; (3) If the transaction information, creditor/payee account information or other information supplied by you or your Program Provider which is needed to complete a transaction is incorrect or untimely; (4) If circumstances beyond our control (such as fire, flood, loss of Internet connection, payment network outage or acts, omissions or directives of processors, financial institutions, payment networks or regulatory authorities) prevent us from completing the transaction, despite reasonable precautions that we have taken; (5) If the transaction is restricted by us or a financial institution because of potentially suspicious activity; (6) If your funds are subject to legal action or administrative process or other encumbrance restricting their use or preventing their transfer by us; (7) If our system is not working properly and you knew about the breakdown when you started the transaction; (8) If access to or use of your Account or Account balance has been blocked after you reported your Account login credentials lost or stolen.

There may be other exceptions stated in these Terms, our rules or our other policies applicable to you.

You may revoke this Payment Authorization with a minimum of five (5) Business Days' notice to Reliant in the same manner as forth above. You agree that the Automatic Clearing House (ACH) transactions that you authorize will comply with all applicable laws.

Reliant may delay, hold, cancel, or reverse processing of any transaction if (i) you make a claim to Reliant for a refund or other reversal, or (ii) Reliant, in its sole discretion, believes that the transaction is invalid, suspicious, involves misconduct or fraud, or otherwise violates applicable law, these Terms or any applicable policy of Reliant or its affiliates.

ACCESSING TRANSACTION/ACCOUNT INFORMATION; ELECTRONIC COMMUNICATIONS POLICY

You and your Program Provider will be provided access to your Account and transaction information via Reliant's website or other electronic means Reliant may make available. You agree that customer agreements or amendments, privacy policies, disclosures, accounting and transaction statements, disbursement verification, and any other communications, including those that we are required by law to provide to you in writing, may be sent by electronic mail or be provided through Reliant's website at reliantpayment.com.

To receive communications electronically, you will need a computer/mobile device with a current internet browser. You acknowledge that you are able to electronically receive, download, and print or save such information and communications and it is your responsibility to do so and keep such copies for your records, unless you and Reliant agree otherwise.

If you are unable to communicate electronically, you will notify Reliant and reasonable alternative means of communication will be established after we have had a reasonable amount of time to process your request. You may provide notice to Reliant by mail or courier at RAM Payment, LLC, 412 North Cedar Bluff Rd., Suite 400, Knoxville, TN, 37923 or fax at 949-859-1186. You will be considered to have received a communication from us, if it's delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it's delivered by mail, three (3) Business Days (defined herein) after we send it.

You understand and agree that, to the extent permitted by law, Reliant may, without further notice or warning, monitor or record telephone conversations you or anyone acting on your behalf has with Reliant or its agents for quality control and training purposes or for our own protection. You acknowledge and

understand that while your communications with Reliant may be overheard, monitored, or recorded not all telephone lines or calls may be recorded by Reliant, and Reliant does not guarantee that recordings of any particular telephone calls will be retained or retrievable.

Account Statements: You have the right to receive an Account statement showing your Account activity. You may view your Account statement by logging into the portal at reliantpayment.com. If you would like to receive paper statements, please update your communication preferences in your Account at reliantpayment.com or telephone us at: (877) 859-1450.

Court Orders, Regulatory Requirements or Other Legal Process: If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Account, placing a limitation on your Account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions. We do not have an obligation to contest or appeal any court order or legal process involving you or your Account. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than 180 days.

Error Resolution Procedures

In case of errors or questions about your electronic transfers:

- Telephone us at: (877) 859-1450
- Write the Reliant Error Resolution Department at: 412 North Cedar Bluff Road STE 400, Knoxville, TN 37923

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, 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 we need more time, however, 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 for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Information Regarding State Regulators: Please see the website at <https://reliantpayment.com/licenses> for a list of the jurisdictions in which RAM Payment, LLC dba Reliant Account Management holds a money transmitter or other license and information on how to contact the regulatory authority in those jurisdictions.

Security interest: As security for the performance of your obligations under these Terms, you grant to Reliant a lien on, and security interest in and to, funds held in your Account.

Assignment: You may not transfer or assign any rights or obligations you have under these Terms without Reliant's prior written consent. Reliant may transfer or assign these Terms or any right or obligation hereunder at any time.

Business Days: "Business Day(s)" means Monday through Friday, excluding holidays when Reliant's offices are not considered open for business. Reliant holidays are available at reliantpayment.com or call (877) 859-1450.

Consumer fraud warning: Customers should be vigilant about protecting themselves from fraudsters and scams. Participating in a fraudulent transaction may result in the loss of money with no recourse. If you have been asked to transfer money to someone you do not know, for scenarios that seem “too good to be true”, or to resolve an “urgent” situation supposedly involving a friend or loved one, you may be a victim of a fraud scam or other criminal activity. If you suspect that you may be a victim of fraud, please call us at (877) 859-1450 or report your suspicions to law enforcement. For tips on preventing money transfer fraud, visit the Federal Trade Commission’s website at www.consumer.ftc.gov.

Governing law: You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in these Terms, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern these Terms and any claim or dispute that has arisen or may arise between you and Reliant.

Identity Verification: You authorize Reliant, directly or through third parties, to make any inquiries we consider necessary to verify your identity. This may include, 1) asking you for further information, such as your date of birth, a taxpayer identification number, your physical address and other information that will allow us to reasonably identify you; 2) requiring you to take steps to confirm ownership of your email address or financial instruments; 3) verifying your information against third-party databases or through other sources; or 4) requiring you to provide your driver’s license or other identifying documents.

Anti-money laundering and counter-terrorism financing laws may require that Reliant verify the required identifying information if you use certain Reliant Services. We may request that you provide additional supplemental identifying information from time-to-time to help us protect your Account, provide Services to you, and comply with law. Reliant reserves the right to close, suspend, or limit access to your Account, processing of payment transactions and/or the Reliant Services at our discretion in the event that we are unable to obtain identifying information and verify your identity.

USA PATRIOT Act Notice: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account or requests credit.

Reliant is only a payment service provider: We act as a payment service provider only. We do not: Act as an escrow agent with respect to any funds kept in your Account; Act as your agent or trustee; Act as an agent on behalf of your Program Provider; Enter into a partnership, joint venture, agency or employment relationship with you; Guarantee the identity of any third party; Determine if you are liable for any taxes; or Unless otherwise expressly set out in these Terms, collect or pay any taxes that may arise from your use of our Services.

Privacy: Protecting your privacy is very important to us. Please review our [Privacy Policy](#) in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

Termination: Reliant may, in its sole and absolute discretion without notice or liability to you or any third party, terminate your use of an Account or one or more Reliant Services, for any reason, including without limitation for violation of these Terms or other policies Reliant may establish from time to time. Upon termination of your use of the Account or Services, you remain liable for all obligations you have incurred under these Terms. Upon termination, Reliant has the right to prohibit your access to the Account or Services, including without limitation by deactivating your username and password, and to refuse future access to the Account or Services by you.

Indemnification and Limitation of Liability

In these sections of the agreement, we use the term “Reliant” to refer to RAM Payment, LLC, our parent company, RAM America, Inc., our affiliates, subsidiaries, and each of their respective directors, officers, employees, agents, joint venturers, service providers and suppliers. Our affiliates include each entity that we control, we are controlled by or we are under common control with.

Indemnification

You agree to indemnify Reliant for actions related to your Account and your use of the Reliant Services. You agree to defend, indemnify and hold Reliant harmless from and against any claim, demand, cause of action, debt or liability (including reasonable legal fees) made or incurred by any third party (i) arising out of or related to your breach of or non-compliance with these Terms, (ii) any dispute or litigation caused by your actions or omissions, (iii) your use of the Reliant Services, (iv) your negligence or violation or alleged violation of any law or the rights of a third party and/or (v) the actions or inactions of any third party to

whom you grant permissions to use your Account or access our websites, software, systems (including any networks and servers used to provide any of the Reliant Services) operated by us or on our behalf, or any of the Services on your behalf.

Limitation of liability

Reliant’s liability is limited with respect to your Account and your use of the Reliant Services. In no event shall Reliant be liable for lost profits or any special, incidental or consequential damages (including without limitation damages for loss of data or loss of business) arising out of or in connection with our websites, software, systems (including any networks and servers used to provide any of the Reliant Services) operated by us or on our behalf, any of the Services, or these Terms (however arising, including negligence), unless and to the extent prohibited by law.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable law, Reliant is not liable, and you agree not to hold Reliant responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from: (1) your use of, or your inability to use, our websites, software, systems (including any networks and servers used to provide any of the Reliant Services) operated by us or on our behalf, or any of the Services; (2) delays or disruptions in our websites, software, systems (including any networks and servers used to provide any of the Reliant Services) operated by us or on our behalf and any of the Services; (3) viruses or other malicious software obtained by accessing our websites, software, systems (including any networks and servers used to provide any of the Reliant Services) operated by us or on our behalf or any of the Services or any website or service linked to our websites, software or any of the Services; (4) glitches, bugs, errors, or inaccuracies of any kind in our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or any of the Services or in the information and graphics obtained from them; (5) the content, actions, or inactions of third parties; (6) a suspension or other action taken with respect to your Account; or (7) your need to modify your practices, content, or behavior, or your loss of or inability to do business, as a result of changes to these Terms or Reliant’s policies.

Disclaimer of Warranty and Release

No warranty

The Reliant Services are provided “as-is” and without any representation or warranty, whether express, implied or statutory. Reliant specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

Reliant does not have any control over the products or services provided by your Program Provider and/or third parties that receive payments from you via Reliant, and Reliant cannot ensure that your Program Provider and/or third parties you are dealing with will actually receive any payments or complete any transactions or services, or is authorized to do so. Reliant does not guarantee continuous, uninterrupted or secure access to any part of the Reliant Services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the Reliant Services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. Reliant will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but Reliant makes no representations or warranties regarding the amount of time needed to complete processing because the Reliant Services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. mail service. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimers may not apply to you.

Release of Reliant

If you have a dispute with any other Reliant account holder, third party, and/or your Program Provider, you release Reliant from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise 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.

Unclaimed Property

If Reliant is holding funds due to you and is unable to contact you and has no record of your use of the Account or Services for several years, applicable law may require Reliant to report these funds to state governments as unclaimed property. If this occurs, Reliant will try to locate you at the address shown in its records, but if Reliant is unable to locate you, it may be required to deliver any such funds to the applicable state as unclaimed property. In that event, you should contact the state regarding your funds. Reliant reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable law.

Agreement to Arbitrate

IMPORTANT NOTICE WAIVING YOUR RIGHT TO BRING A CLAIM BEFORE A JUDGE OR JURY IN COURT [REDACTED] (your initials)

You and we agree that in the event of any controversy between you and Reliant, including, but not limited, to any claim, dispute, suit, demand, cross claim, counterclaim, or third party complaint (whether contractual, statutory, in tort, or otherwise) arising out of or relating to the Terms, agreements and/or policies referenced in this document or the performance, breach, termination, enforcement, interpretation or validity, including the determination of the validity, scope or applicability of this provision to arbitrate, of the Terms, agreements and/or policies referenced in this document, must be resolved by binding and confidential arbitration. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1, et seq., and not by any state rule or statute governing arbitration. Arbitration under this provision will be conducted in either the county in which the customer resides or the closest metropolitan county.

What is Binding Arbitration? Binding Arbitration is an alternative dispute resolution process where both parties give up certain legal rights to bring a claim in court. **Binding Arbitration means: (1) that both parties give up their right to a trial in court before a judge or jury; (2) that both parties give up their right to pursue any and all claims (contractual, statutory, in tort, or otherwise) arising out of or relating to the Terms, agreements and/or policies referenced in this document in court before a judge or jury; (3) that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of appealable issues expressly provided for in the FAA, 9 U.S.C. § 16; and (4) that discovery may be severely limited by the arbitrator, and if the arbitrator allows full discovery, the arbitrator may not exceed the discovery limitations provided by the Federal Rules of Civil Procedure.**

THE PARTIES AGREE THAT ARBITRATION WILL BE BEFORE A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS OR MASS ACTION. FURTHERMORE, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS.

The arbitration will be administered by American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org). For all claims in which the value of the relief sought is \$10,000 or less, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply without exception. For all other claims, the AAA's rules, including, as applicable, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply. The AAA's rules are available at www.adr.org. If the AAA is not available, the arbitration will be administered by another nationally known consumer arbitration service selected by the parties or by the court, under its rules and procedures, as modified by this Agreement to Arbitrate.

The arbitration will be administered according to the arbitration service's fee schedule and the service's current applicable rules and procedures except: 1) that the parties expressly waive the applicability of any rule governing class or mass action; 2) that the parties agree to have an in-person final hearing; and 3) that the parties agree that any specific arbitration procedure provided for herein will apply to the arbitration proceeding. The arbitrator – who must be either a retired judge or an experienced attorney – must be neutral and independent and must comply with the selected arbitration service's code of ethics. Additionally, the arbitrator will be guided by the arbitration service's current applicable rules and procedures and the Federal Rules of Evidence for procedural issues and the applicable law of your state of residence at the time at the time the dispute arises for substantive issues. The arbitrator's award is final and binding on all parties. The parties may move to confirm or vacate the award in a court of competent jurisdiction in accordance with the provisions of the FAA. The parties will bear their own attorneys' fees unless such fees are expressly provided for by applicable law. If the arbitrator determines that reasonable attorneys' fees are to be awarded under applicable law, the parties agree that the arbitrator will also determine the amount of reasonable attorneys' fees to be awarded. In the event a party fails to proceed with arbitration, fails to comply with the arbitrator's award or unsuccessfully challenges the arbitrator's award, the other party is entitled to any costs and expenses incurred, including a reasonable attorneys' fee for having to compel arbitration or defend or enforce the award. With the exception of the prohibition of class or mass actions provision and the non-consolidation of other proceedings provision discussed above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that the prohibition of class or mass actions provision and/or the non-consolidation of other proceedings provision is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.

Notwithstanding any provision in the Terms to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against Reliant prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Agreement to Arbitrate that have arisen or may arise between you and Reliant. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on www.reliantpayment.com at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your Account within the 30-day period and you will not be bound by the amended terms.

I UNDERSTAND THAT I MAY OPT-OUT OF THE TERMS OF THE "AGREEMENT TO ARBITRATE" PROVISION BY PROVIDING RELIANT AN OPT-OUT NOTICE POSTMARKED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE YOU ACCEPT THE TERMS AND CONDITIONS FOR THE FIRST TIME.

You must mail the opt-out notice to RAM Payment, LLC Attn: General Counsel, 412 North Cedar Bluff Rd., Suite 400, Knoxville, TN, 37923.

In the opt-out notice, please provide your name, address, phone number, and the email address(es) used to log in to the Reliant account(s) to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the "Agreement to Arbitrate" provision. If you opt out of this Agreement to Arbitrate, all other parts of the terms and conditions will continue to apply. Opting out of this "Agreement to Arbitrate" provision has no effect on any previous, other, or future arbitration agreements that you may have with us.

If I do not timely opt-out, I agree to the terms of the "Agreement to Arbitrate" provision. I acknowledge that I have read, understood, and agree to abide by the terms of the arbitration provision set forth above, and fully understand that arbitration replaces the right of either party to go to court and replaces the right to have a judge or jury hear or decide either party's dispute or claims.

Customer 1 Signature: [REDACTED]	Date: _____	Customer 2 Signature: [REDACTED]	Date: _____
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Customer authorizes Reliant to charge the following fees for services rendered ("Service Fees"):

We reserve the right, in our sole discretion, to modify the Service Fees from time-to-time with advance notice to you; this section of the Terms will be updated with the then-current fee schedule.

I (we) hereby authorize RAM Payment, LLC ("Reliant") or its designated custodial bank to initiate electronic debit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and if necessary, electronically credit my (our) account to correct erroneous debits. I (we) agree that ACH transactions I (we) authorize comply with all applicable law. I (we) understand that this authorization will remain in full force and effect until Reliant has received written notification from me (or either of us) by mail to 412 North Cedar Bluff Rd., Suite 400, Knoxville, TN, 37923 or fax at 949-859-1186, that I (we) wish to revoke this authorization. I (we) understand that Reliant requires at least three (3) Business Days prior notice in order to cancel this authorization.

<u>Depository:</u> Bank Name			ABA Routing Number (9 digits)	Account Number
JPMORGAN CHASE			103000648	194228885
Bank Street Address	City		State	Zip Code
(IL2-8412)	SPRINGFIELD		IL	62701
Bank Account Holder's Name			Account Type (check one):	Date (mm/dd/yyyy)
paul burnia			<input checked="" type="radio"/> Checking <input type="radio"/> Savings	09/03/2023
First Debit Amount	First Draft Date (mm/dd/yyyy)	Recurring Debit Amount	Recurring Draft Frequency	<i>The First Debit Amount will be debited on or after the First Draft Date, and then the Recurring Debit Amount will be debited as selected in the Recurring Draft Frequency thereafter until further notice.</i>
\$ <u>380.51</u>	09/06/2023	\$ <u>380.51</u>	<input type="radio"/> Weekly <input checked="" type="radio"/> Biweekly <input type="radio"/> Semi-monthly <input type="radio"/> Monthly	

- *Your bank may have a separate routing number for ACH transactions. Please verify the routing number with your financial institution to prevent delays.*
- *Reliant may run a test of the ACH process (i.e. pre note) to be sure it is working properly. You may see a transaction on the account with a \$0 charge.*

A diagram of a check with various fields and annotations. The fields include: YOUR NAME (122 YOUR STREET, YOUR CITY, STATE, ZIP (123) 456-7890), DATE, PAY TO THE ORDER OF, YOUR FINANCIAL INSTITUTION (ANYTOWN, USA), MEMO, and a large box for the amount in dollars. The amount is written as 0301. A large diagonal watermark 'SAMPLE' is across the center. Arrows point from the text 'Routing Number', 'Account Number', and 'Check Number' to the first three digits of the MICR line (123), the next eight digits (45678901), and the last four digits (0301) respectively. The MICR line is: ⑆ 12345678901 9876543210 0301 ⑆.