



## ABOUT THE ACCOUNT AGREEMENT

This is an Agreement between you and Synchrony Bank for your PayPal Savings deposit account offered by Synchrony Bank (your “account”). When you submit your account application, or open or use your account, you agree to the terms of this Agreement. This Agreement replaces any other prior agreement but does not replace any separate agreement relating to your account or any agreement you may have with PayPal, Inc. (“PayPal”). Please read this Agreement carefully and keep it in a safe place. The “Bank,” “we,” “our,” and “us” refer to Synchrony Bank. “You” and “your” refer to the person who maintains an account with us and any person authorized to manage the account, such as an executor, agent under a power of attorney or court appointed guardian. Any reference to “days” means calendar days unless specifically identified as “Business Days” which are Monday through Friday, excluding Federal Reserve holidays or other days that banks are closed. This Agreement is subject to arbitration. Please read the Arbitration section carefully.

We divided this Agreement into the following sections for your convenience:

- About the Account Agreement
- Account Opening Requirements
- Account Features
- Using Your Account
- Contact Information
- Important Information About This Agreement
- Electronic Banking
- Funds Availability
- Arbitration

## ACCOUNT OPENING AND MAINTENANCE REQUIREMENTS

**Eligibility** – You must (1) have a PayPal personal account and a PayPal Balance Account in good standing; (2) be a United States (“U.S.”) Person for federal tax purposes and at least 18 years old; (3) have a valid Social Security Number; and (4) have a valid U.S. phone number and physical address (other than a Post Office Box or similar mail delivery address) in one of the 50 states, Washington, D.C. or one of the inhabited U.S. territories, or an APO, DPO or FPO address, in order to open an account. You must also agree to receive electronic delivery of all communications (such as this Agreement and account statements) that we are required or decide to send to you for your account. We will use the same email address that you use for your PayPal account and you must keep a valid email address on file with PayPal.

**Important Account Opening Information** – All financial institutions are required by the federal USA PATRIOT Act to obtain, verify, and record information that identifies each individual seeking to open an account. When you apply to open an account, we will ask for your name, address, date of birth, Social Security Number and other information that will allow us to identify you such as a driver’s license or other identifying documents. Any information that you provide in connection with your application for an account is being provided jointly to us in connection with your account and to PayPal in connection with your PayPal account. By applying for an account, you give Synchrony Bank your consent to obtain a consumer report, check references with other financial institutions and use any commercially available database to verify your identity.

**Information Reporting (Form 1099 reporting) and Backup Withholding** – We will comply with all information reporting requirements (e.g., Forms 1099), including reporting to the Internal Revenue Service all interest earned on your account. You may not open an account if you are subject to backup withholding. If federal income tax law requires us to withhold tax (commonly referred to as backup withholding) from interest paid to your account, your account will be closed and the funds will be transferred to your PayPal balance.

**Service Providers** – We are offering the account to you through PayPal and one or more other companies that we have engaged to render service to you on our behalf (“Service Providers”). You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

**Maximum Total Balance Limitation** – The total balance of your account is subject to a maximum total balance limit of \$250,000. We reserve the right to: (1) return any funds to you that are in excess of the \$250,000 total balance limit by transferring the funds to your PayPal balance; and (2) reject and return any deposit that would cause the total balance of your account to exceed \$250,000.

## ACCOUNT FEATURES

**Ownership** – You are the sole owner of your account. You may only own one account. You may not add additional owners or beneficiaries.

**Annual Percentage Yield (“APY”) and Interest Rate** – The APY and interest rate on your account is variable and, at our discretion, we may change the APY and interest rate for your account at any time. The initial APY and interest rate for your account will be provided to you when you open your account in the PayPal mobile application or PayPal website.

**Balance Computation Method** – Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal in the account each day.

**Interest Compounding and Crediting** – Interest is compounded on a daily basis and credited to your account on the last calendar day of the month.

**Accrual of Interest** – Interest begins to accrue on the day we receive funds transferred to your account. Transfers to your account from your PayPal Balance account before 5:00 PM Eastern Time (the “Cut-Off Time”) will be received and begin to accrue interest on that same day. Transfers to your account from your PayPal Balance account after the Cut-Off Time will be received and begin to accrue interest on the next day, notwithstanding that you may see the funds reflected in your account on the day of transfer. Interest will not accrue on the day of withdrawal for any funds withdrawn from your account before the Cut-Off Time.

**Closing an Account** – If your account is closed before interest is credited, you will receive any un-posted interest accrued as of the last calendar day prior to account closure.

**Goals** – You may allocate the principal balance of your account for specific purposes (“Goals”) that you create. You cannot enroll in Goals without having an account. Once you have established a Goal, you can designate money sent from your PayPal balance be directly applied to a specific Goal. All balances not allocated to a Goal will be shown on your account dashboard in the “general savings” balance (“General Balance”). You can also reallocate money between Goals and between Goals and your General Balance. All interest earned on your account will be credited to your General Balance. If you have established one or more Goals, when you withdraw funds from your account to your PayPal balance, you can designate whether the funds should be deducted from any Goal. Any Goals you create are for illustrative purposes only and your account is a single deposit account regardless of whether you create any Goals. If we receive legal process related to your account, it will apply to all your funds, regardless of whether they have been allocated to any Goals.

**FDIC Insurance** – Funds in your account will be eligible for FDIC deposit insurance up to the maximum deposit insurance amount, currently \$250,000.00. Note that if you transfer funds into your account after the Cut-Off Time, they will be treated as received into your account on the next day, notwithstanding that you may see the funds reflected in your account on the day of transfer. Note that the FDIC insurance maximum applies to the aggregate funds in your account and any other similarly titled deposit account(s) you hold at Synchrony Bank.

## USING YOUR ACCOUNT

**Statements** – We will make available to you an electronic periodic statement containing information to allow you to reasonably identify credits to and debits from your account. You may view your periodic statement by logging into your PayPal account. You must examine each statement and notify us at 402-938-3614 or in writing at PayPal Savings Error Resolution Department at P.O. Box 45950, Omaha, NE 68145-0950 of any error or irregularity on the statement within 60 days after the statement is made available to you. Except as otherwise provided by applicable law, or as described under **Electronic Banking** below, if written notice is not received within the 60-day period, we will have no liability to you.

You agree that any communication to you may be sent on or with any periodic statement we send to you, as allowed by applicable law.

**Deposits** – You may only make deposits to your account by transferring funds from your PayPal balance via the PayPal mobile application or PayPal website. If you do not have sufficient funds in your PayPal balance to fund a deposit to your account, you will need to first fund your PayPal balance from another source linked to your PayPal Balance account. We and our Service Providers may allow you to give a single instruction to authorize a one-time transfer or recurring transfers directing that funds be transferred from an external linked deposit account (directly or via debit card) to your PayPal balance and then transferred to your account. If your PayPal balance is negative, PayPal will use the funds transferred to your PayPal balance to first pay down the negative balance and any remaining funds will then be transferred to your account. Deposits to your account before the Cut-Off Time will be credited on the same day they are transferred from your PayPal Balance account. Deposits to your account after the Cut-Off Time will be treated as received and credited as of the next day, notwithstanding that you may see the funds reflected in your account on the day of transfer. You authorize us to credit your account with respect to transfers from your PayPal Balance account.

**Withdrawals** – You may only make withdrawals from your account by transferring funds to your PayPal balance via the PayPal mobile application or PayPal website. You authorize us to debit your account with respect to transfers to your PayPal Balance account. If your PayPal balance is negative, PayPal will use the funds you withdraw to first pay down the negative balance and any remaining funds will then be transferred to your PayPal balance.

We may refuse your request to make a withdrawal from your account under certain circumstances, including, without limitation, where:

- We have received a court order or other legal document prohibiting withdrawal or if applicable law prohibits withdrawal;
- You owe us money;
- A problem occurs with the Bank’s equipment; or
- Such action is otherwise required by applicable law.

**Overdrafts** – You are not allowed to overdraw your account and agree not to attempt to make any withdrawal that would result in an overdraft. If we determine that your account has insufficient available funds to pay a transfer, we are not required to honor the transfer and will return or decline the transfer.

**Levies, Garnishments, Attachments and Other Court Orders** – If a levy, garnishment, attachment or other court order against you or against your account is received by the Bank, we may place a hold on your account and not allow withdrawals from your account until the legal action or obligation is satisfied or dismissed and/or transfer funds from your account as we may be directed in the levy, garnishment, attachment or other court order. You will be responsible for any and all losses, costs, or expenses that the Bank may incur as a result of any levy, garnishment, attachment or other court order involving you or your account.

**Dormant or Abandoned Accounts** – An account is considered dormant that has no activity other than interest credited for a period of two years. If your account becomes dormant, it will be closed and the entire balance in your account will be transferred to your PayPal balance.

**Closing or Restricting an Account** – We may close, restrict or suspend any account at any time without notice or your consent for any reason in our sole discretion unless prohibited by applicable law including, without limitation, in the following circumstances:

- Your account reaches a zero balance and remains at zero for 60 days;
- You provided incorrect or misleading information when opening the account;
- You are maintaining an overdrawn account;
- You fail to continue to meet any requirement to be eligible to have an account with us (for example, you close your PayPal Balance account, your PayPal account or PayPal Balance Account is in a locked, restricted or suspended status, or you no longer have a valid physical U.S. address); or
- We suspect that you are conducting suspicious, illegal or fraudulent activity.

If we or you close your account any remaining balance in your account will be transferred to your PayPal balance. If your account has been closed for any reason, it cannot be reopened. You will not be eligible to apply for a new account until thirty (30) days after the date of closure.

**Death, Incompetence or Termination** – Upon notification of your death or incapacity, we may take any one or more of the following actions: (1) place a hold on your account and refuse to accept deposits or to permit withdrawals when an owner dies or is declared incompetent; (2) retain funds in your account until we know the identity of the successor; (3) require proof of death, adjudication of incompetence and (4) close your account and transfer the entire balance in your account to your PayPal balance. Until we receive notice and any required proof of death, or incompetence, we may act as if you are alive and competent and continue to accept and process deposits to your account until the Bank receives notice of your death or incompetency and we have a reasonable opportunity to act.

**Power of Attorney** – Subject to applicable law, we may permit any person to whom you have granted a durable power of attorney to access and

otherwise transact business on your account until we receive (and have a reasonable opportunity to act on) written notice that the power of attorney has been revoked. You or your agent/attorney-in-fact under a durable power of attorney agree to provide us with documentation that is in a form satisfactory to the Bank unless otherwise provided by applicable law, and to hold us harmless against any actions we have taken, or your agent/attorney-in-fact has taken regarding your account prior to the revocation of such power. Subject to applicable law, we may refuse to honor any power of attorney. We have no duty to monitor or ensure that the acts of any agent/attorney-in-fact are for your use or benefit or are otherwise permissible under applicable law. We will not be liable if any agent/attorney-in-fact exceeds his or her powers or does not comply with applicable law. We may limit the time period for which we consider a power of attorney to be valid. At the Bank's discretion, we may require the power of attorney to be updated.

**Use of Your Account by Others** – If you provide your PayPal login credentials or any other personal or security information to another person, or if you allow another person access to your account, then you will be responsible for all use of your account by the person, even if that person's actions are different from what you intended.

**Adjustments** – We may make adjustments to your account to reflect corrections or changes to your balances, rates, and fees. For example, an adjustment may occur if deposits or charges are posted for the wrong amount, or posting is delayed. If an error or something else has caused an overstated balance, you agree to reimburse us for the overstated amount.

**Collection Costs** – If we ask an attorney who is not our salaried employee to collect any fees, negative balance, or other amounts owed on your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

## CONTACT INFORMATION

**Consent to Communications** – You consent to being contacted by the Bank and our Service Providers using all channels of communication and for all purposes. We will use the contact information you provide to us. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice messages. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

**Contact Information Change** – You agree to tell us right away if you change your address, email address, or phone number(s) by updating the contact information in your PayPal Balance account. You agree that you are providing that information to us in connection with your account and to PayPal in connection with your PayPal account. We and our Service Providers will contact you at the address, email address or phone number in our records until we update our records with your new address, email address or phone number. You agree that we and our Service Providers may also rely on third parties (for example, the U.S. Postal Service) to confirm and update contact information we have on file for you.

**Electronic Messages** – You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank and/or our Service Providers using the Internet (for example, by such third party downloading spyware or malware or the like on your computer), telephone, or other electronic devices. The Bank and our Service Providers are not responsible for any misdirected data or disclosures that occur as a result of your use of email, the Internet or any other method of communication.

**Telephone Monitoring** – For quality control, you allow us and our Service Providers to listen to and/or record telephone calls between you and us.

## IMPORTANT INFORMATION ABOUT THIS AGREEMENT

**Assignment** – We may sell, assign, or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments, without prior notice to you. You may not sell, pledge, assign, or transfer any of your rights or duties under this Agreement or your account.

**Changes to This Agreement and Services** – We may add, delete or change any terms of this Agreement in our sole discretion and you will be bound by any additions, deletions or changes as soon as we make them. We may also add, delete, change, or suspend any features or functionality of any service at any time at our sole discretion. Your use of any new features or functionality will constitute your agreement to any terms and conditions governing the features or functionality. We will provide you with notice of any additions, deletions, changes or suspensions to this Agreement or any features or functionality as may be required by law.

**Enforceability** – If there is a conflict between the terms of this Agreement and any of the laws or regulations applicable to the Bank or your account, this Agreement will be changed to the extent necessary to comply with the laws and regulations. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

**Governing Law** – Except as provided in the Arbitration section, this Agreement and your account are governed by federal law and Utah state law, without regard to its conflicts of law principles, as well as any applicable operating circulars or clearing house rules, and the rules and regulations of the Bank's supervisory authorities. This Agreement has been accepted by us in Utah.

**Liability** – To the extent permitted by law, our liability to you with respect to any breach of this Agreement shall be limited to your actual and direct damages resulting from such breach. In no event shall the Bank be liable for any present or future indirect, consequential, special or punitive damages even if the Bank has first been advised of the possibility of such damages. You also agree to take all reasonable actions necessary to mitigate any potential or actual loss or damages.

**Waiver** – We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

**Notices** – Any notice that you send to the Bank will be effective when we actually receive it. Any notice that we send to you will be effective when we mail or email it to you at the address that we have on file for you. A notice to any one account owner will constitute a notice to all joint account owners.

## ELECTRONIC BANKING

This Electronic Banking section describes your rights under the Electronic Fund Transfer Act and applies to the transactions described below.

**Types of Electronic Fund Transfer Services - Transfers to and from your PayPal Balance** – You may only make transfers to or from your account using the PayPal mobile application or PayPal website to make transfers between your account with us and your PayPal balance. The ways you can make transfers to your account are described in greater detail under **Deposits** above.

**Limitations on Electronic Fund Transfer Services** – There are no limits on the amount you may transfer or the number of transfers you may make between your account with us and your PayPal balance, subject to the balance cap restrictions described above.

**Fees for Electronic Fund Transfer Services** – There are no fees for transfers between your account with us and your PayPal balance.

**Your Liability for Unauthorized Transfers** – CONTACT US AND TELL US AT ONCE if you believe your account login information, including your PayPal login credentials, have been stolen or that an electronic funds transfer has been made without your permission. Telephoning us immediately at 402-938-3614 is the best way of minimizing your possible losses. You can also write to PayPal Savings at P.O. Box 45950, Omaha, NE 68145-0950. You could lose all the money in your account.

If your statement shows electronic transfers that you did not make, including those made using your account login information, you need to notify us at once. If you do not notify us within 60 days after the statement was sent or made available to you, you may not get back any money you lost after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had notified us in time. If there is a good reason (such as a long trip or a hospital stay) that kept you from notifying us, we may extend the time period.

**Preauthorized and Third Party Transfers** – Your account number cannot be used for direct debits in order to transfer funds to external bank accounts or third parties. You also cannot receive direct deposit into your account. You may only transfer account funds to your PayPal Balance and may only deposit funds to your account from your PayPal Balance. We and our Service Providers may allow you to give a single instruction to authorize a one-time transfer or recurring transfers directing that funds be transferred from an external linked deposit account (directly or via debit card) to your PayPal balance and then transferred to your account. We will decline any direct debits we receive for your account. Any direct deposit we receive will be returned to the sender.

**Error Resolution** – In the case of errors or questions about any of your electronic transfers, telephone us at 402-938-3614, or write to PayPal Savings, P.O. Box 45950, Omaha, NE 68145-0950 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available to you the FIRST statement on which the problem or error appeared. You must:

- Give your name and PayPal username;
- Describe the error or 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; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question to us in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, it may take up to 45 days to investigate your complaint or question. If we need additional time to investigate, we will provide a provisional credit to your account within 10 Business Days 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 the written correspondence within 10 Business Days, we may not credit your account.

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

We will notify you of the results within 3 Business Days after we complete our investigation. If we determine that there was no error, we will send you a written explanation and may reverse any credit provided. You may ask for copies of the documents that we used in our investigation.

**Documentation** – You will get an electronic monthly account statement available through your PayPal account.

**Liability for Failure to Complete Transactions** – If we do not complete an electronic transfer to or from your account on time or in the correct amount, we will be liable for your losses or damages to the extent required by law. However, there are some exceptions and we will not be liable if:

- Through no fault of the Bank, you do not have sufficient available funds in your account to make the transaction;
- Circumstances beyond the Bank's control (such as power failure, fire or flood) prevent the transaction from occurring, despite reasonable precautions we have taken;
- The funds in your account are subject to legal process or other encumbrance restricting a transfer of funds from your account;
- We have reason to believe that you or someone else is attempting to make a transfer for a fraudulent or illegal purpose;
- You or we have terminated this Agreement; or
- Your account has been closed.

**Confidentiality** – The Bank will disclose information to third parties about your account or the transfers you make:

- When it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- In order to comply with applicable law;
- If you give us your permission; or
- In accordance with the Bank's Privacy Policy.

When you open an account you provide us and PayPal information about yourself and your account that we will share with each other. PayPal will use this information in connection with the deposit account and to offer you other special benefits.

## FUNDS AVAILABILITY

You may only make deposits to your account by transferring funds from your PayPal balance after logging into your PayPal account. The ways you can make transfers to your account are described in greater detail under **Deposits** above. If your PayPal balance is negative, PayPal will use the funds transferred to PayPal balance to first pay down the negative balance and any remaining funds will then be transferred to your account. Funds deposited into your account will be available on the same day we receive the deposit, subject to our right to close or restrict your account as described above.

## ARBITRATION

**PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.**

1. **CLAIMS AND PARTIES.** If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you, and

us (including our parents, affiliates, agents, employees, officers, and assignees) that directly or indirectly arises from or relates to your account, your account Agreement or our relationship, except as noted below. In addition, PayPal, Inc. and/or any assignee, agent, or service provider of ours are intended beneficiaries of this Arbitration section and may enforce it in full (notwithstanding any state law to the contrary).

2. This Arbitration section broadly covers claims based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
3. Examples of claims subject to arbitration are disputes about an account transaction, fees, interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an application for an account, any product or service provided by us or third parties in connection with the Agreement or the servicing of your account by our assignees, service providers, or agents.
4. However, we will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.
5. Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration section or any part thereof. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide.
6. **NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY OTHER PARTY, AND YOU AGREE THAT NO OTHER PARTIES MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
7. **PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The arbitration will be conducted by the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, [www.adr.org](http://www.adr.org). If the AAA is unable to handle the dispute, another arbitrator will be selected by the parties or by the court.
8. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
9. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The parties will bear the fees and costs of their attorneys, witnesses and experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.
10. The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will always pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced.
11. **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
12. **SURVIVAL.** This Arbitration section shall survive the termination, cancellation or suspension of the Agreement or your account, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
13. **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
14. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.