

Terms of Service

Last Updated: September 6, 2023

These Terms are a legal agreement between you and Sequence Fintech, Inc. (“**Sequence**”). Please read these Terms of Service (the “**Terms**”) and our **Privacy Policy** (https://sequence.blob.core.windows.net/public/user_agreements/v1/privacy_policy.pdf) carefully. Also review the Sequence web-based product located at <http://getsequence.io> (the “**Sequence Site**”).

Whenever you see the terms, “you,” “your” or “yours,” it refers to you, the owner of the demand deposit account (the “**Account**”) with **Thread Bank**, a bank chartered under the laws of the state of Tennessee and member FDIC. Whenever you see the terms, “we,” “us” or “ours,” it refers to Sequence, the program partner for your Account that facilitates your use of the associated services outlined in these Terms.

These Terms govern your use of our Sequence Site and the services accessible via our Sequence Site and our mobile device application (“**App**”). To make these Terms easier to read, the Sequence Site, our services and App are collectively called the “**Services**.”

1. **Agreement to Terms.** By using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. In that case, “you” and “your” will refer to that company or other legal entity.
2. **Privacy Policy.** Please refer to our **Privacy Policy** (https://sequence.blob.core.windows.net/public/user_agreements/v1/privacy_policy.pdf) for information on how we collect, use and disclose information from our users. By using the Services, you acknowledge that you have read and agree to our Privacy Policy.

IMPORTANT NOTICE REGARDING ARBITRATION: THESE TERMS CONTAIN AN ARBITRATION PROVISION. PLEASE REFER TO THE “ARBITRATION PROVISION” SECTION OF THESE TERMS. BE SURE THAT YOU READ THE ARBITRATION PROVISION CAREFULLY AND UNDERSTAND THAT THE ARBITRATION PROVISION MAY SIGNIFICANTLY LIMIT YOUR RIGHTS IN THE CASE OF A DISPUTE BETWEEN YOU AND SEQUENCE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION LAWSUIT. PLEASE REVIEW THE ARBITRATION PROVISION CAREFULLY FOR DETAILS REGARDING THE PROCEDURE TO OPT OUT OF ARBITRATION.

3. **Changes to Terms or Services.** We may update the Terms at any time at our sole discretion. If we do so, we may let you know either by posting the updated Terms on the Sequence Site or through other communications. It is important that you review the Terms whenever we update them or you use the Services. If you continue to use the Services after we have posted updated Terms, you are agreeing to be bound by the updated Terms. If you do not agree to be bound by the updated Terms, then, except as otherwise provided in Section 19(e) “Effect of Changes on

Arbitration,” you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

4. **Who May Use the Services?**

(a) *Eligibility.* To be eligible for the Service, you must have an Account and be able to form a binding contract with Sequence. You agree to use the Services in compliance with these Terms and all applicable local, state, and federal laws, rules, and regulations. Any use or access to the Services by anyone under 18 is strictly prohibited. If you were previously removed from the Services by Sequence, then the Services will not be available to you.

(b) *Registration and Your Information.* If you want to use certain features of the Services you will have to create a Sequence account (“**Account**”). You can do this via the Sequence Site.

(c) *Accuracy of Account Information.* You must provide us with accurate, complete and up-to-date information for your Account. You agree to update such information, keep it accurate, complete, and up-to-date. If you do not, we might have to suspend or terminate your Account. You agree that you will not disclose your Account password to anyone and you will notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them.

(d) *Customer ID and Password Security.* You agree that you will not disclose your Account password to anyone and you will notify us immediately of any unauthorized use of your Account. You are responsible for all activities that occur under your Account, whether or not you know about them. You are the only person authorized to use your Customer ID and password and for maintaining the confidentiality of your Customer ID and password. You shall not permit or allow other persons to have access to or use your Customer ID and password. You are responsible for the use of the Services under your Customer ID. You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer or bank account.

5. **No Professional Advice.** Unless expressly stated in writing or in a separate agreement between Sequence and you, Sequence and the Sequence Site do not provide legal, financial, accounting, or other professional services or advice. If we provide you with written business or tax advice, the Services in no way constitute, and are not a replacement for, personal, professional, tax, or business advice tailored to your specific needs.

6. **Services.** Subject to these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Services as permitted by the features of the Services. Sequence reserves all rights not expressly granted herein in the Services and the Sequence Content (as defined below). You may use the Services for which you have paid the applicable fee(s) to Sequence.

(a) *Non-Commercial Use.* You may not use the Services to prepare finances, expenses, or taxes, a third party on a professional or commercial basis (i.e., for a fee).

(b) *Technology Platform and Tax Services.* Sequence is a technology platform through which self-employed people can manage their finances and expenses. Sequence provides services to help estimate self-employment taxes, including but not limited to quarterly tax payments and financial impact of business write-offs.

(c) *Your Recordkeeping Responsibilities.* You acknowledge and agree that you understand applicable state and federal recordkeeping requirements, including those of the Internal Revenue Service ("IRS"). You agree to comply with all applicable requirements. To the fullest extent permitted by law, we are not liable to you for any consequential, indirect, special, punitive, putative or exemplary damages, lost profits or lost revenues, whether or not advised of the possibility of such damages, and regardless of the legal theory on which the claim for damages is based.

(d) *Service Level and Response Times.* Upon your report of a problem with the Services, a Sequence representative will acknowledge the report by issuing a confirmation to you, either by phone or email, and Sequence will assign a severity level to the problem based on the type of issue reported. Sequence will respond to you in no later than five (5) business days.

(e) *Limitation of Liability.* YOU HAVE THE FINAL RESPONSIBILITY FOR THE ACCURACY OF EACH ITEM SUBMITTED TO US OR MAINTAINED THROUGH OUR SERVICES. WE DO NOT AUDIT OR OTHERWISE VERIFY THE INFORMATION THAT IS IN YOUR ACCOUNT OR ACCOUNT RELATED DOCUMENTS SUBMITTED TO THIRD PARTIES, INCLUDING TO TAX AUTHORITIES. IF SUCH DOCUMENTS CONTAIN ERRORS, THERE MAY BE AN ASSESSMENT OF ADDITIONAL TAX PLUS INTEREST AND PENALTIES.

SUBJECT TO ANY GUARANTEE WE PROVIDE IN WRITING OR APPLICABLE LAW WE ASSUME NO LIABILITY FOR ANY ADDITIONAL TAX, PENALTIES OR OTHER ASSESSMENTS. YOU ACKNOWLEDGE THAT ANY UNDERSTATED TAX, AND ANY PENALTY, INTEREST OR OTHER RELATED FEE OR COST IMPOSED BY ANY TAX AUTHORITY ARE YOUR RESPONSIBILITY, AND THAT WE HAVE NO RESPONSIBILITY IN THAT REGARD.

TO THE FULLEST EXTENT PERMITTED BY THE LAW, YOU ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR ANY LOSS DUE TO ANY FINANCIAL OR PERSONAL DECISION YOU TAKE RELATED TO YOUR USE OF OUR SERVICES, ANY LOSS DUE TO INACCURATE INFORMATION THAT WE RECEIVE FROM YOU OR ANY THIRD PARTY RELATED TO YOUR USE OF OUR

SERVICES, ANY DELAY IN FILING YOUR TAX RETURNS, AND ANY LOSS DUE TO YOUR INABILITY TO ACCESS OR USE YOUR ID OR PASSWORD, OR ANY LOSS DUE TO AN UNAUTHORIZED USE OF YOUR ACCOUNT.

7. Services.

(a) *Bank Logins Tool Disclosure.* Your use of the automated bank account feeds (“**Account Aggregation Services**”) in connection with opening your Account is subject to the following terms:

i. *Provide Accurate Information.* You agree to provide true, accurate, current and complete information about yourself and your accounts maintained at other websites, including financial institutions. You will not misrepresent your identity or your account information. You represent that you have all the rights to provide such information and license the Content, as defined below. You agree to keep your Account information up to date.

ii. *License.* You are licensing to Sequence and its service providers, including Unit, any information, data, passwords, materials or other content (collectively, “Content”) you provide through the Account Aggregation Services. You license the Content to Sequence and its service providers to access, use and store the Content. Sequence and its service provider may use, display, distribute and reproduce the information obtained via the Account Aggregation Services exclusively for the purposes of delivering Account and banking services to you, and as permitted by our Privacy Policy. You may revoke this license at any time by emailing.

iii. *Third-Party Accounts.* By using the Account Aggregation Services, you authorize Sequence and its service providers to access third-party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts. For all purposes hereof, you grant Sequence and its services providers a limited power of attorney. You understand that Sequence and its service providers may access your third-party accounts any time and obtain access to the information in such third-party accounts at any time while you have an Account.

(b) *ACH Debit Advance.* If eligible, the ACH Debit Advance program allows you to receive free advances on ACH Debit payments which have been initiated, but not yet paid (each, an “ACH Debit Advance”) to your Account to help you cover upcoming expenses or avoid having insufficient funds in your Account for a transaction.

1. Eligibility Requirements:

- a. 3 months on the Sequence platform
- b. Zero ACH Debit returns

- c. Minimum of \$1,000 in direct deposits to the associated account in the previous 30-day period.
 2. Repayment:
 - a. You authorize us to electronically debit the Account in an amount sufficient to pay off any prior ACH Debit Advance.
 - b. In the event a posted ACH Debit is returned, the Account will be immediately closed. Any funds remaining in the Account will be applied to the outstanding balance with the remainder sent via check to the verified address on file.
8. **Feedback.** We welcome feedback, comments, and suggestions for improvements to the Services (“**Feedback**”). You can submit Feedback by emailing us at support@getsequence.io . You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.
9. **Account Fees.** We offer a tiered monthly subscription service (“**Subscription**”). You agree to pay in advance the applicable subscription fee as posted on the Sequence Site or in the App, plus any applicable taxes and other fees that may accrue in relation to your use of the Services. All fees are non-refundable and non-transferable unless otherwise provided in these Terms.
 - (a) *General.* When you purchase a monthly Subscription, you expressly authorize us (or our third-party payment processor) to charge you for such Subscription. In lieu of debiting your Sequence account the monthly subscription charge and/or any other fees, Sequence may ask you to supply additional information relevant to your Subscription, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information, “**Payment Information**”). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. You authorize us to provide your Payment Information to third parties so we can complete your Subscription purchase and to charge your payment method (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Subscription purchase (such information is included within the definition of Payment Information).
 - (b) *Subscriptions.* When you purchase a Subscription, you will be charged the monthly Subscription fee, plus any applicable taxes, and other charges (“**Subscription Fee**”), at the beginning of your Subscription and month thereafter, at the then-current Subscription Fee. **If you purchase a Subscription, we (or our third-party payment processor) will automatically charge you a monthly Subscription Fee after the commencement of your Subscription, using the Payment Information you have provided until you cancel your Subscription. By agreeing to these Terms and electing to**

purchase a Subscription, you acknowledge that your Subscription has recurring payment features and you accept responsibility for all recurring payment obligations prior to cancellation of your Subscription by you or Sequence. Your Subscription continues until canceled by you or we terminate your access to or use of the Services or Subscription in accordance with these Terms.

(c) *Canceling Your Subscription Purchase.* You may cancel a Subscription purchase for a full refund within ten (10) calendar days of your initial purchase. **After that, your purchase is final and you will not be able to cancel the purchase and/or receive a refund of your Subscription Fee at any time.** But if something unexpected happens in the course of completing a Transaction, we reserve the right to cancel your Subscription purchase for any reason; if we cancel your Subscription purchase we'll refund any payment you have already remitted to us for such Transaction.

Without limiting the foregoing, you may cancel your Subscription at any time, but please note that such cancellation will be effective at the end of the then-current Subscription period. Except as set forth above with respect to your initial Subscription purchase, you will not receive a refund of any portion of the Subscription Fee paid for the then current Subscription period at the time of cancellation. If you cancel, your right to use the Services will continue until the end of your then current subscription period and will then terminate without further charges.

To cancel, you can send an email to support@getsequence.io.

10. Rights and Terms for Apps.

(a) *Rights in App Granted by Sequence.* Subject to your compliance with these Terms, Sequence grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Sequence reserves all rights in and to the App not expressly granted to you under these Terms.

(b) *Accessing App from App Store.* The following terms apply to any App accessed through or downloaded from any app store or distribution platform (like the Apple App Store or Google Play) where the App may now or in the future be made available (each an “**App Provider**”). You acknowledge and agree that:

i. These Terms are entered into between you and Sequence, and not with the App Provider, and Sequence (not the App Provider), is solely responsible for the App.

ii. The App Provider has no obligation to furnish any maintenance and support services with respect to the App.

iii. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Provider, and the App Provider will refund the purchase price for the App to you (if applicable) and, to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will not be the responsibility of the App Provider.

iv. The App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

v. In the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, Sequence will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms.

vi. The App Provider, and its subsidiaries, are third-party beneficiaries of these Terms as related to your license to the App, and that, upon your acceptance of the Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms as related to your license of the App against you as a third-party beneficiary thereof.

vii. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

viii. You must also comply with all applicable third party terms of service when using the App.

11. General Prohibitions and Sequence's Enforcement Rights. You agree not to do any of the following:

(a) Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret,

moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;

(b) Use, display, mirror or frame the Services or any individual element within the Services, Sequence's name, any Sequence trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Sequence's express written consent;

(c) Access, tamper with, or use non-public areas of the Services, Sequence's computer systems, or the technical delivery systems of Sequence's providers;

(d) Attempt to probe, scan or test the vulnerability of any Sequence system or network or breach any security or authentication measures;

(e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Sequence or any of Sequence's providers or any other third party (including another user) to protect the Services or Content;

(f) Attempt to access or search the Services or Content or download Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Sequence or other generally available third-party web browsers;

(g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

(h) Use any meta tags or other hidden text or metadata utilizing a Sequence trademark, logo URL or product name without Sequence's express written consent;

(i) Use the Services or Content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms;

(j) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or Content to send altered, deceptive or false source-identifying information;

(k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Content;

(l) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

(m) Collect or store any personally identifiable information from the Services from other users of the Services without their express permission;

(n) Impersonate or misrepresent your affiliation with any person or entity;

(o) Violate any applicable law or regulation; or

(p) Encourage or enable any other individual to do any of the foregoing. Although we're not obligated to monitor access to or use of the Services or Content or to review or edit any Content, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

12. **Links to Third Party Websites or Resources.** The Services (including the App) may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party websites or resources.

13. **Termination.** We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by sending an email to us at support@getsequence.io. Upon any termination, discontinuation or cancellation of the Services or your Account, the following Sections will survive: 5, 6, 7, 8, 13, 14, 15, 16, 17, 18, 19, and 20.

14. **Warranty Disclaimers.** THE SERVICES AND CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any Content.

15. **Indemnity.** You will indemnify, defend and hold harmless Sequence and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services or Content, (ii) your User Content, or (iii) your violation of these Terms.

16. Limitation of Liability.

(a) NEITHER Sequence NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Sequence OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(b) IN NO EVENT WILL Sequence'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE AMOUNTS YOU HAVE PAID TO Sequence FOR USE OF THE SERVICES OR CONTENT OR ONE HUNDRED DOLLARS (\$100), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO Sequence, AS APPLICABLE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Sequence AND YOU.

18. **Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of California, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 19 "Arbitration Provision," the exclusive jurisdiction for all Disputes (defined below) that you and Sequence are not required to arbitrate will be the state and federal courts located in the Northern District of California, and you and Sequence each waive any objection to jurisdiction and venue in such courts.

19. Arbitration Provision.

(a) *Mandatory Arbitration of Disputes.* We each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services or Content (collectively, “Disputes”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** You and Sequence agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and Sequence are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) *Exceptions and Opt-out.* As limited exceptions to Section 19(a) above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights. In addition, **you will retain the right to opt out of arbitration entirely and litigate any Dispute** if you provide us with written notice of your desire to do so by email at support@getsequence.io within thirty (30) days following the date you first agree to these Terms.

(c) *Conducting Arbitration and Arbitration Rules.* The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) *Arbitration Costs.* Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We’ll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

(e) *Class Action Waiver.* **YOU AND CLIENT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A**

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(f) *Effect of Changes on Arbitration.* Notwithstanding the provisions of Section 3 "Changes to Terms or Services" above, if Sequence changes any of the terms of this Section 19 "Dispute Resolution" after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email to support@getsequence.io within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Sequence's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Sequence in accordance with the terms of this Section 19 "Dispute Resolution" as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

(g) *Severability.* With the exception of any of the provisions in Section 19(e) of these Terms ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms is invalid or unenforceable, the other parts of these Terms will still apply.

20. General Terms.

(a) *Entire Agreement.* These Terms constitute the entire and exclusive understanding and agreement between Sequence and you regarding the Services and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Sequence and you regarding the Services and Content. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Sequence's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Sequence may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(b) *Notices.* Any notices or other communications provided by Sequence under these Terms, including those regarding modifications to these Terms, may be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

(c) *Waiver of Rights.* Sequence's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Sequence. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21. **Contact Information.** If you have any questions about these Terms or the Services, please contact Sequence at support@getsequence.io.

22. **Disclosures.** Sequence is not a bank. Sequence is the program partner responsible for the Account program in partnership with Thread Bank. Unit Finance, Inc. ("**Unit**") is a technology and service provider to Thread Bank and Sequence for your Account. By agreeing to these Terms, you also agree to Unit's terms and conditions (<https://www.unit.co/terms-conditions>) and Unit's Privacy Policy (<https://www.unit.co/privacy-policy>).