

Intuit Business Card Rewards Program Terms

This Intuit Business Card Rewards Program Terms (the “Rewards Program Terms”) describes the terms and conditions of the cash back rewards program (the “Rewards Program”) offered by QuickBooks Capital (“us” or “we”) to eligible holders of an Intuit Business Card Account (a “Card Account”) as well as our introductory Spend and Get bonus (a/k/a “Spend \$3,000 in 3 months, Get \$300”) for eligible Card Accounts. Card Accounts are governed by the applicable Intuit Business Card Cardholder Agreement (the “Card Agreement”) and not by this Rewards Program Terms. As used in this Rewards Program Terms, the terms “you” and “your” shall refer to the corporation, limited liability company or other legal entity and not a natural person (the “Company”) which holds a Card Account and is participating in the Rewards Program. Although the Card Agreement is between you and Issuer (as defined in the Card Agreement), this Rewards Program Terms is solely between you and us. The Issuer is not a party to the Rewards Program Terms.

Important Notice

Subject to applicable law, we may change or cancel the Rewards Program and/or the Rewards Program Terms at any time and for any reason, at our sole discretion. We will provide you with written notice prior to the effective date of any change to, or cancellation of, the Rewards Program. Examples of changes that we may make include, but are not limited to:

- Changing the amounts and/or types of Intuit Business Card Rewards that we provide for Eligible Purchases;
- Changing the types of transactions that are eligible for Intuit Business Card Rewards;
- Changing the minimum amount of Intuit Business Card Rewards that must be redeemed in any single redemption transaction;
- Imposing limits on the total amount of Intuit Business Card Rewards we will provide or that you can redeem; t
- Imposing or changing any applicable annual and/or other Rewards Program fees, if any;
- Canceling any Intuit Business Card Rewards previously issued to you; or
- Canceling the Rewards Program entirely.

Reward Program Terms

1. Definitions. Certain capitalized terms in the Rewards Program Terms are defined above and/or in the Card Agreement. Unless otherwise specified in the Card Agreement, the following terms used in the Rewards Program Terms shall have the following meanings:
 - a. “Eligible Purchase” means those transactions for which we will provide you with Intuit Business Card Rewards, as defined below in Section 3.b.

- b. "Intuit Business Card Rewards" means the cash back rewards that we provide to you as described in these Rewards Program Terms pursuant to the Rewards Program.
 - c. "Intuit Purchases" means purchases of Intuit software or subscriptions made using your Card Account. "Intuit Purchases" does *not* include payments made using your Card Account to Intuit for (i) QuickBooks Payments merchant services transaction fees; (ii) QuickBooks Online invoice payment transaction fees; (iii) QuickBooks Term Loan and Line of Credit; (iv) Credit Karma; (v) Intuit Enterprise Suite; or (vi) QuickBooks customers who purchase software via an accountant.
2. Eligibility and Enrollment. You will be automatically enrolled in the Rewards Program when your Card Account is opened. You will be automatically eligible for the introductory Spend and Get bonus when you accept your Card Account.
3. How to Obtain Rewards.
 - a. Your Card Account will earn 5% cash back on Intuit Purchases and 2% cash back on every day purchases in Intuit Business Card Rewards for each dollar charged to your Card Account when making an Eligible Purchase. Intuit Business Card Rewards will be provided for the Card Account, not for individual credit cards issued to Company employees in connection with the Card Account.
 - b. An Eligible Purchase is any approved Transaction (as such term is defined in the Card Agreement) made using the Card Account, except for the following: (i) transactions that are posted to your Card Account after the closure or cancellation of your Card Account; (ii) Transactions that are prohibited by the Card Agreement or by any applicable law, rule, or regulation; (iii) Transactions involving certain specialty retailers; (iv) gambling Transactions; and (v) Transactions involving the purchase of securities or bonds, and broker/dealer-related transactions. We may add, remove, or modify the list of Transactions that are excluded from the definition of an Eligible Purchase at our sole and absolute discretion.
4. How to Obtain the Introductory Spend and Get Bonus (Spend \$3,000 in 3 months, get \$300)
 - a. If you complete \$3,000.00 of Transactions within the first 90 days of Card Account acceptance, you will automatically receive a \$300.00 statement credit to your Card Account within six (6) to eight (8) weeks after the close of the 90 day period. In order to be eligible to receive the \$300.00 statement credit, all qualifying Transactions must be complete and not in a pending status, and your Card Account must be open and in "Good Standing," meaning, it is not delinquent, past due, in collections, closed, canceled, or terminated by either you or the Issuer, and has not been revoked or charged-off by the Issuer. We reserve the right to revoke your eligibility to qualify for the \$300.00 statement credit if your Card Account is not in good standing, a returned payment is outstanding, there are at

issue disputed transactions or claims of unauthorized Card Account use, or if we suspect fraudulent activity. The potential application of the \$300.00 statement credit may reduce the outstanding balance on your Card Account but it will not affect your minimum payment due for the billing period if you owe a minimum payment on your Card Account during the billing period the statement credit is applied.

- b. Only unreturned purchases, and completed, undisputed, and authorized Transactions are eligible to qualify for the introductory spend and get bonus. Should you return a purchase, claim certain Transactions were unauthorized, or if we suspect fraudulent activity we reserve the right to remove the \$300.00 statement credit which may result in an increase to your Card Account's balance owed and minimum payment due amount.
 - c. Prohibited Transactions are specifically excluded and we reserve the right to classify certain types of categories of Transactions as Prohibited Transactions in accordance with your Card Agreement.
5. Use and Redemption of Intuit Business Card Rewards.
- a. Only the Card Account Principal Owner and/or Administrator(s), as such terms are defined in the Card Agreement, may use or redeem Intuit Business Card Rewards, and Intuit Business Card Rewards must be redeemed in accordance with the procedures that we specify to you in writing, as they may be updated from time to time. Unless otherwise noted herein, you must actively elect to redeem your Intuit Business Cards Rewards.
 - b. The total number of Intuit Business Card Rewards available to redeem will be disclosed in your online account via Online Access (as defined in the Card Agreement). The amount available to redeem will be rounded downwards to the nearest whole cent (\$0.01) and may therefore be slightly different than the number of Intuit Business Card Rewards earned. Intuit Business Card Rewards can only be redeemed after they appear in the "Your rewards" category of your online Card Account details profile via Online Access.
 - c. Unless otherwise noted and as described herein, Intuit Business Card Rewards do not expire and can be redeemed only in an amount equal to the total number of Intuit Business Card Rewards that you have available in connection with the Rewards Program. The minimum amount of available and redeemable Intuit Business Cards Rewards is \$0.01. You may not redeem only a portion of the total Intuit Business Card Rewards available to you.
 - d. You may redeem your Intuit Business Card Rewards for a statement credit to your Card Account balance. This redemption may reduce the outstanding balance on your Card Account but will not affect your minimum payment due for that billing

period if your Card Account has a minimum payment applicable to that billing period. Statement credits cannot be used to exclusively pay your minimum payment due. Please remember to pay the minimum payment due on your Card Account by the due date. If you are enrolled in AutoPay, redeeming rewards for a statement credit will not reduce or adjust your prescheduled AutoPay amount. If the redemption of your Intuit Business Card Rewards creates a negative Card Account balance, we will remit an electronic payment via the Automated Clearing House (ACH) network to the Company's Designated Account (as that term is defined in the Card Agreement) on record for the Card Account in the amount of the negative credit balance on your Card Account. If the above requirements are met and there is no Designated Account on record for your Card Account, you may elect to receive the funds via a paper check which shall be made solely to the Company name on record for the Card Account. It may take 7 to 10 business days for a paper check to be processed. The actions described herein will be identified on your Card Account's next billing statement.

- a To be eligible to redeem rewards for a statement credit, your Card Account must be open and in "Good Standing," meaning it is not delinquent, past due, in collections, closed, canceled, or terminated by either you or the Issuer, and has not been revoked or charged-off by the Issuer. We reserve the right to suspend or revoke your ability to redeem rewards if your Card Account is not in good standing, you attempt to redeem Intuit Business Card Rewards for Transactions you claim were unauthorized or dispute, or if we suspect fraudulent activity.
- b A minimum of \$0.01 in Intuit Business Cards Rewards is required for a statement credit redemption. Once a statement credit redemption request is submitted and processed, the corresponding amount will be applied to your outstanding Card Account balance. This credit will be reflected on your next billing statement. All Intuit Business Cards Rewards redemptions for statement credits are final and cannot be reversed.
- c **IMPORTANT:** While a statement credit reduces your Card Account balance, it does not satisfy your minimum payment due. You remain responsible for making at least the minimum payment due on your Card Account by the payment due date, regardless of any statement credits that may be applied. Failure to make your minimum payment will result in applicable late fees and interest charges in accordance with your Card Agreement.

- e. If you have a negative number of Intuit Business Card Rewards, any new Intuit Business Card Rewards that we provide to you will first be used to reduce the negative number of Intuit Business Card Rewards. You could have a negative number of Intuit Business Card Rewards if, for example, Intuit Business Card Rewards that you have earned or redeemed are subsequently lost as described in Section 6 below.

6. Loss of Intuit Business Card Rewards.

- a. Intuit Business Card Rewards are not your property and are not transferrable. As such, you can lose some or all of your Intuit Business Card Rewards as follows:
 - i. When you redeem Intuit Business Card Rewards, the redeemed Intuit Business Card Rewards will no longer be accessible to you.
 - ii. If you fail to pay any amounts due under the Card Agreement when due, or if you are otherwise in default under the Card Agreement, we may, at our sole discretion and without prior notice to you, cancel some or all of the Intuit Business Card Rewards that we have provided to you, restrict your access to use some or all of your Intuit Business Card Rewards or apply your existing Intuit Business Card Rewards as a credit towards any unpaid amounts.
 - iii. We will reduce the number of Intuit Business Card Rewards provided to you in connection with a Transaction in proportion to any post-transaction reduction to the dollar value of such Transaction, such as, if you return some or all of the goods or services purchased with the Card Account, if the Transaction is charged-back to the merchant that initiated such Transaction, or if some or all of the Transaction was fraudulent or claimed as unauthorized.
 - iv. We may cancel all Intuit Business Card Rewards awarded to you in connection with any Transaction that we reasonably determine was not a bona fide arm's length Transaction with an unaffiliated merchant.
 - v. Subject to applicable law, if your Card Account is canceled or closed for any reason, you will lose all Intuit Business Card Rewards associated with the Card Account as of the effective date of such cancellation or closure.

7. Other Agreements and Representations. You understand and agree to each of the following:

- a. Intuit Business Card Rewards are not your property and cannot be redeemed for cash except as described in this Rewards Program Terms. Intuit Business Card Rewards have no cash value. Except as otherwise provided by applicable law, Intuit Business Card Rewards cannot be transferred in connection with a legal action such as divorce, inheritance or bankruptcy.

- b. You agree to pay all applicable federal, state or local taxes that may apply to you in connection with earning or redeeming Intuit Business Card Rewards. You acknowledge that we have not provided you with any tax or legal advice about any potentially applicable tax implications of your participation in the Rewards Program and that you have had an opportunity to consult with a tax advisor in this regard. If we reasonably believe that we are required to do so by any applicable law, we may furnish information about your Intuit Business Card Rewards to the Internal Revenue Service or other federal, state, or local taxation authorities, and we may file an IRS Form 1099, Form 1042-S, or other applicable tax forms with the appropriate agency.
8. Other Terms.
- a. In the event of any conflict between the terms of this Rewards Program Terms and the terms of your Card Agreement, the terms of the Card Agreement will control.
 - b. You agree to indemnify us, Issuer, our respective third-party service providers, and all of our and their respective affiliates, directors, officers, employees, agents and contractors, and hold us and them harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) arising from your or any Authorized User's use of the Rewards Program, any fraud, misuse or abuse of the Rewards Program, any violation of this Rewards Program Terms and/or violation of any applicable law or the rights of any third party.
 - c. You release us, Issuer, our respective third-party service providers, and all of our and their respective affiliates, directors, officers, employees, agents and contractors, for your participation in the Rewards Program, including in connection with receiving and/or using Intuit Business Card Rewards, the loss of any Intuit Business Card Rewards granted to you, and changes to or cancellation of the Rewards Program.
 - d. The Rewards Program and/or any feature of the Rewards Program is void where prohibited by federal, state or local law or regulation and is subject to change as necessary to comply with law or regulation.
 - e. Disputes. All questions or disputes regarding (i) your timely satisfaction of the introductory spend and get bonus, including whether certain Transactions qualify or were completed during the applicable 90 day window; (ii) your eligibility for the Rewards Program, including good standing, whether Transactions are Eligible Purchases; and (iii) loss of Intuit Business Card Rewards will be resolved by us at our sole discretion.
 - f. QuickBooks Capital is solely responsible for the administration of the Program described herein and the payment of all amounts or benefits due to you under this Program. This Agreement does not affect, modify, or amend any terms and conditions of any agreement, including the Card Agreement, you have with Issuer.

You agree to look exclusively to QuickBooks Capital in the event of any dispute arising out of or relating to the Program described herein or the amounts paid or payable to you hereunder.

9. Communications.

- a. Electronic Disclosures. You agree to receive these Program Terms, and any disclosure, notice and communication and subsequent disclosures, notices and communications (collectively, "Disclosures") that are required by law to be provided in writing at any email address provided to us. We will also provide electronic copies of Disclosures online. You acknowledge that you are able to print or otherwise retain electronic disclosures. You agree to provide us with your current e-mail address for notices. If the e-mail address changes, you must send us notice of the new address by writing to us at least three (3) days before the effective date of the change to Intuit Financing, Inc., P.O. Box 845686, Dallas, TX, 75284-5686.
- b. Electronic Communications. You agree that we may contact you as provided in this paragraph. We may contact you for any lawful reason, including for the collection of amounts owed to us. No such contact will be deemed unsolicited. You specifically agree that we may (i) contact you at any address (including email) or telephone number (including wireless cellular telephone, ported landline or VoIP telephone number) as may be provided to us from time to time or that we are able to determine belongs to you; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to your telephone. You may incur charges from the company that provides telecommunications, wireless and/or internet services. You agree that we have no liability for such charges. You may withdraw this express consent at any time by contacting us at 1-888-464-7840, and telling us specifically what address or telephone number not to use.
- c. Monitoring and Recording. By entering into the Program Terms, you and each Authorized User acknowledge and expressly authorize us to record and/or monitor telephone calls involving you and each Authorized User.

10. Privacy policy. Participation in the Rewards Program shall be subject to the Intuit Global Privacy Statement, as it may be updated or changed from time-to-time. See:

<https://www.intuit.com/privacy/>.

11. **GOVERNING LAW. Except for the Arbitration Agreement in Section 12 which is governed by the FAA, the Program Terms is governed by and will be construed in accordance with applicable federal law and (to the extent state law applies) the laws of the state of California without regard to its conflict of laws provisions.**

12. **DISPUTES:** Most disagreements can be resolved informally and efficiently by contacting our customer support team. If you are a U.S. customer:

- a. Dispute Resolution Agreement. YOU AND WE AND ISSUER AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THE PROGRAM TERMS OR OUR DIRECT OR INDIRECT DEALINGS WITH ONE ANOTHER (A CLAIM) WILL BE DETERMINED BY BINDING ARBITRATION OR SMALL CLAIMS COURT, INSTEAD OF IN COURTS OF GENERAL JURISDICTION. For purposes of this Section 12 (Disputes), (i) “we”, “us”, “our” includes Quickbooks Capital and its respective directors, employees, affiliated companies, agents, vendors, Issuer, and any other parties involved in any Claim or named as a defendant in any Claim; (ii) the term “you” and “your” includes the corporation, limited liability company or other legal entity and not a natural person (the “Company”) which holds a Card Account and is participating in the Rewards Program and their respective directors, employees, affiliated companies, agents, vendors and any other parties involved in any Claim; and (iii) the term “Parties” shall include the you and us as defined in this Section 12(a) and with each of us and you as defined in this Section 12(a) individually being referred to as a “Party.” The parties agree that this arbitration provision extends to any other parties involved in any Claims, including but not limited to the parties’ respective employees, affiliated companies, and vendors.
- b. Small Claims Court. Either you or we can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or we may seek to have a Claim resolved in small claims court in your county of address or the small claims court in closest proximity to your principal place of business.
- c. Arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. You and we agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision, and that you and we are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive the termination of the Program Terms, your fulfillment or default of its obligations under the Program Terms, and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law).
- d. Notice of Claim. If you or we elect to seek arbitration or resolution in small claims court, the party seeking arbitration or small claims court must first send to the other party a written notice of that party’s Claim (Notice of Claim). A Notice of Claim to us should be sent to Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like us to use to contact you. If we elect to seek arbitration, we will send, by certified mail, a written Notice of Claim

to your address on file. A Notice of Claim, whether sent by you or us, must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific amount and/or nature of damages or other relief sought.

- e. Informal Resolution. You and we agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. You and we therefore agree that, after a Notice of Claim is sent but before either you or we commence arbitration or file a Claim in small claims court against the other, you and we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by the Program Terms. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if we are represented by counsel, our counsel may participate in the conference as well, but we agree to have a non-lawyer company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.
- f. Commencing Arbitration or Small Claims Proceedings. If you and we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or we may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You and we agree that either may not commence any arbitration or file a Claim in small claims court unless you and we are unable to resolve the claim within sixty (60) days after receipt of a completed Notice of Claim and the party seeking arbitration or small claims court has made a good faith effort to resolve the Claim directly with the other party during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and we agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the American Arbitration Association (AAA) will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration is reached. You may download or copy a form of notice and a form to initiate arbitration at www.adr.org or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879, except as modified by the Program Terms. Unless you and we agree otherwise, any arbitration hearings will take place in the federal judicial district of either your residence or of the mailing address the Company provided in its Notice of Claim.
- g. Arbitration Proceedings: Arbitrators. The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of Utah or

the state of the Company address and will be selected by the parties from the AAAs National Roster of arbitrators. The arbitrator will be selected using the following procedure: (i) the AAA will send the parties a list of five candidates meeting this criteria; (ii) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (iii) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and; (iv) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by the Program Terms and Card Agreement. Except as otherwise provided in Section 12(j) below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

- h. Arbitration Proceedings: Administrative Conference. The parties agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a non-lawyer representative of ours shall appear at the administrative conference via telephone. If you or we fail to appear at the administrative conference, regardless of whether the relevant Party's counsel attends, the AAA will enter an order for the Party that did not appear to show cause why AAA should not administratively close the arbitration proceeding without prejudice or enter a default award as appropriate
- i. Arbitration Proceedings: Decisions The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The award shall be binding only among the Parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. We will not seek to recover our attorneys fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Judgment on any award may be entered in any court having jurisdiction. This agreement to arbitrate shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a Demand for Arbitration is filed in violation of the Program Terms.
- j. Injunctive and Declaratory Relief. Except as provided in Section 12(b) above, the arbitrator shall determine all issues of liability on the merits of any Claim asserted by your or us and may award declaratory or injunctive relief 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. To the extent that you or we prevail on a Claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury

to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The Parties agree that litigation and any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

- k. Arbitration Fees and Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but we will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court in the Company county of address. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and we will not reimburse your initial filing fee. The Parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or us, and you and we waive any objection to such fee modification.
- l. Class Action Waiver. YOU, WE, AND ISSUER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOU OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if a Party has elected arbitration, unless both you and we agree otherwise, the arbitrator may not consolidate any other person's Claims with the claimant's Claims and may not otherwise preside over any form of a representative or class proceeding. If you or we believe that any Claim filed in arbitration or in court is inconsistent with the limitations in this Section 12(l), then such Party may seek an order from a court determining whether the Claim is within the scope of this Class Action Waiver. If this Class Action Waiver is found to be unenforceable, then the entirety of this Section 12 (Disputes) shall be null and void. 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 new Claims later asserted in that lawsuit.
- m. Right to Opt Out: YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT, BUT MUST EXERCISE THIS RIGHT PROMPTLY. If you do not wish to be bound by this agreement to arbitrate, You must notify us in writing within sixty (60) days after the date you sign the Card Agreement. You must send your opt-out request by sending a written request to: Intuit Financing, Inc., P.O. Box 845686, Dallas, TX, 75284-2875. The request must include your full name, individual contact person, address, account number, and the statement, "I reject the arbitration provision contained in my Intuit Business Card Rewards Program

Terms. If you exercise the right to reject arbitration, the other terms of the Program Terms shall remain in full force and effect as if you had not rejected arbitration.