

Walnut Terms of Use

The following terms of service are terms of a legal agreement (the “Agreement”) between you (“you”, “your”, or “user”) and Walnut Financial, Inc., its subsidiaries, affiliates, agents and assigns (“Walnut”, “we”, “us”, or “our”) which sets forth the terms and conditions for your use of Walnut’s website, hellowalnut.com, as well as the products and services offered, operated or made available by Walnut (collectively, the “Services”). The website and the Services are owned and operated by Walnut, and are being provided to you expressly subject to this Agreement. By accessing, browsing and/or using the website or the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement form an essential basis of the bargain between you and Walnut, and this Agreement governs your use of the website and the Services.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 24 BELOW FOR MORE INFORMATION.

1. Acceptance of Agreement

Please carefully review this Agreement before using the website or the Services, or accessing or submitting any data thereon. If you do not agree to these terms, you may not access or use the website or the Services.

To use the website or the Services and to accept this Agreement, you must be 1) a legal resident of the United States, 2) of legal age to form a binding contract with Walnut, 3) not prohibited by law from using the website or the Services.

2. Modification of This Agreement

Walnut reserves the right to amend this Agreement at any time and will notify you of any such changes by posting the revised Agreement on its website, www.hellowalnut.com. You should check this Agreement on www.hellowalnut.com periodically for changes. All changes shall be effective upon posting. We will date the terms with the last day of revision. Your continued use of the website or the Services after any change to this Agreement constitutes your agreement to be bound by any such changes. Walnut may terminate, suspend, change, or restrict access to all or any part of the website or the Services without notice or liability.

3. Privacy Policy

Walnut maintains a Privacy Policy, and it details how we handle and protect your data. We fully incorporate our Privacy Policy into this Agreement. Note that we reserve the right to update the Privacy Policy at our discretion, and that any changes made to our Privacy Policy are effective immediately once posted to our website, www.hellowalnut.com.

4. Minimum Technology Requirements to Access Services

To access and use the Mobile App and Services, you must have a device with access to the Internet and a working Internet browser. You must also have a valid email address and sufficient storage space to run the website.

5. User Information Accuracy and Updates

To access Walnut's Services, including to apply for a loan with Walnut, you must create a user account. This process will include creation of a Login ID and password to access the Services. When you sign up for a user account, you agree to provide accurate, current and complete information—such as your name, mailing address, and email address—as may be prompted by any registration forms available through the website, in connection with the Services or as otherwise requested by Walnut ("User Information"). You further represent that you are a legal owner of, and that you are authorized to provide us with, all User Information and other information necessary to facilitate your use of the website and Services.

In order to submit an application for a loan or other Service, Walnut may be required to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. If you do not respond to such inquiries or we cannot verify your identity, we can refuse to allow you to use the website and/or Services or we can deny your loan application.

Should you believe or have reason to believe that any of your User Information, including your Login ID and/or password, has been compromised, or that another person is accessing your user account through some other means, you agree to notify us as soon as possible at support@hellowalnut.com.

6. Overview of Services

Walnut offers financial products and services designed to allow consumers to receive needed or wanted healthcare. Walnut operates a website, www.hellowalnut.com, that promotes its financial products and permits consumers to submit an application for healthcare financing.

7. Credit Report Authorization and Reporting

If you submit an application for a financial product or service to Walnut, you expressly authorize Walnut and any of its third-party service providers to obtain consumer reports from consumer reporting agencies about you (1) when you apply for a loan or line of credit, (2) periodically throughout the term of your loan or while you have a line of credit (including in the month following the month when you pay off or otherwise satisfy the loan or line of credit) and (3) periodically in connection with the use of any other services that we offer or that you may obtain from us. In each case, you expressly authorize us to use such information about you to (i) determine your eligibility for a loan or line of credit, (ii) market refinancings and Walnut's current and future products and services to you (including during or after the term of your loan, while you have a line of credit, or whenever you use any other service we offer or that you obtain from us), (iii) provide you with other services you may request, (iv) make decisions related to the servicing and collection of your account, (v) measure how the loan/line of credit you obtained through us impacts your credit, (vi) perform various statistical analyses, and (vii) share information with you about your credit profile. You understand that Walnut or any of its third-party service providers may report information about your loan or line of credit (such as, but not limited to, on-time, late, and missed payments; any defaults; and the fact you paid off your loan or line of credit) to credit reporting agencies, and that such information may be reflected in your credit report.

8. Consent to Electronic Communications and Doing Business Electronically

8.1 Communications to Be Provided in Electronic Form

By choosing to submit an application on the website, you consent to receive from time-to-time disclosures, notices, documents, and any other communications about our Services, the website, or Walnut from us (“Communications”). We can only give you the benefits of our Services by conducting business through the Internet, and therefore we need you to consent to receiving Communications electronically. This section informs you of your rights when receiving electronic Communications from us. We may discontinue electronic provision of Communications at any time in our sole discretion.

8.2 Communications in Writing

By accepting this Agreement, you agree that electronic Communications shall be considered “in writing” and have the same meaning and effect as if provided in paper form, unless you have withdrawn your consent to receive Communications electronically as stated below. You agree that we have no obligation to provide you Communications in paper format, although we reserve the right to do so at any time.

8.3 Minimum Requirements to Receive Electronic Communications

You understand that, in order to view and/or retain copies of the electronic Communications, you will need a computer, tablet, or mobile device with an Internet connection that meets the minimum requirements described in Section 4 above.

You will also need a valid email address, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

8.4 Withdrawing Consent

You may withdraw your consent to receive Communications electronically by contacting us at support@hellowalnut.com. If you withdraw your consent, we reserve the right to limit or close your Walnut user account or deny your application. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

8.5 Updating Your Records

As noted above, you can update your User Information by emailing us at support@hellowalnut.com.

9. SMS Messaging and Telephone Calls

If you submit an application or provide your telephone number to us, you consent to receive SMS messages (including text messages), mobile device push notifications, and telephone calls (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, with service-related information such as alerts, or questions about your use of the Services and/or website. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else’s. You represent that you are permitted to receive calls, text messages, and push notifications at the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. Walnut and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, e-mails or other means.

Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging or push notification services from time to time, for any reason, and without notice, including the right to terminate SMS messaging or push notifications with or without notice, without liability to you.

10. Limitations of Use

You agree to use the website and Services only for lawful purposes. You are prohibited from any use of the Services or website that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the website or Services, including but not limited to unauthorized entry into Walnut's systems, misuse of passwords, or misuse of any information posted on the website or through the Services is strictly prohibited. Walnut makes no claims concerning whether use of the website or Services is appropriate outside of the United States. If you access the website or the Services from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

You agree you will not 1) try to reverse engineer, disassemble, decompile, or decipher the website or the Services or software making up the website and Services, 2) navigate or search the website or Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), 3) use a means other than the interface(s) to access the website or the Services, 4) use the website or the Services in a way that could impair, overburden, damage, or disable any portion of the website or Services, or 5) mirror any material contained on the website or the Services.

Walnut reserves the right to take various actions against you if we believe you have engaged in activities restricted by this Agreement or by laws or regulations, and Walnut also reserves the right to take action to protect Walnut, other users, and other third parties from any liability, fees, fines, or penalties. We may take actions including, but not limited to: 1) updating information you have provided to us so that it is accurate, 2) limiting or completely closing your access to the website or the Services, 3) suspending or terminating your ability to use the website or the Services on an ongoing basis, 4) taking legal action against you, and 5) holding you liable for the amount of Walnut's damages caused by your violation of this Agreement.

11. Intellectual Property Rights

The website and the Services are owned and operated by the Walnut. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the "Walnut Materials") are owned exclusively by Walnut or the licensors or suppliers of Walnut and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing on this website or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Walnut Materials displayed on the website or the Services, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of Walnut Materials

found on the website or the Services unless in accordance with written authorization by us. Walnut prohibits use of any of the Walnut Materials as part of a link to or from the website or the Services unless establishment of such a link is approved in writing by us in advance. Any questions concerning any Walnut Materials, or whether any mark or logo is a Walnut Material, should be referred to Walnut. All rights related to the Walnut Materials are hereby reserved.

You agree that the Walnut Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of Walnut. You acknowledge that the Walnut Materials are and shall remain the property of Walnut. You may not modify, participate in the sale or transfer of, or create derivative works based on any Walnut Materials, in whole or in part.

12. Termination

Walnut may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the website or the Services at any time, with or without cause, in Walnut's absolute discretion and without notice. The following provisions of this Agreement shall survive termination of your use or access to the website or the Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Dispute Resolution by Binding Arbitration, and General Provisions, and any other provision that by its terms survives termination of your use or access to the website or the Services.

Walnut further reserves the right to modify or discontinue, either temporarily or permanently, any portions or all of the website or Services at any time with or without notice.

13. Disclaimer of Warranties

THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WALNUT AND ALL OF ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, ASSIGNS, LICENSORS AND SUPPLIERS INCLUDING PAYMENT CARD NETWORKS AND PAYMENT PROCESSORS (COLLECTIVELY, THE "WALNUT PARTIES") EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE WEBSITE OR THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE OR THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

THE WALNUT PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION OR CONTENT ON THE WEBSITE, OR THE SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE WALNUT PARTIES MAKE NO REPRESENTATION, WARRANTY, OR

GUARANTEE THAT THE WEBSITE OR SERVICES ARE FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

14. Limitation Of Liability

THE WALNUT PARTIES WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS, ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE OR THE SERVICES, THE WALNUT MATERIALS, OR ANY CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE WEBSITE OR THE SERVICES, EVEN IF WALNUT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WALNUT PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE WEBSITE OR THE SERVICES, OR FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO, OR USE OF, THE WEBSITE OR THE SERVICES. IN NO EVENT WILL THE WALNUT PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED USD \$1,000 (ONE THOUSAND UNITED STATES DOLLARS). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE WEBSITE OR THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

15. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Walnut Parties from and against any and all claims, losses, expenses, demands or liabilities, including reasonable attorneys' fees arising out of or relating to (i) your access to, use of or alleged use of the website or the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. Walnut reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of Walnut.

16. Dispute Resolution by Binding Arbitration

YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 16.3 BELOW.

16.1 Election to Arbitrate.

You and Walnut agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 16 (the "Arbitration Provision"), unless you opt out as provided in Section 16.3 below. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of Section 16.8 below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

16.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

16.3 Opt-Out of Arbitration Provision.

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to legal@hellowalnut.com, within 60 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

16.4 Informal Dispute Resolution.

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will submit Claims to us by sending an email to legal@hellowalnut.com at any time and allow us to attempt to resolve the Claim.

16.5 Arbitration Procedures.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or Judicial Alternatives and Mediation Services ("JAMS"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

16.6 Arbitration Fees.

If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

16.7 Appeals.

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

16.8 No Class Actions.

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the

rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this Section 16.8, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Section 16.8 shall be determined exclusively by a court and not by the administrator or any arbitrator.

16.9 Survival and Severability of Arbitration Provision.

This Arbitration Provision shall survive the termination of this Agreement. If any portion of this Arbitration Provision other than Section 16.8 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 16.8 are finally adjudicated pursuant to the last sentence of Section 16.8 to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

16.10 Judicial Forum for Claims.

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and Walnut agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of New York County, New York. Both you and Walnut consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

16.11 WAIVER OF RIGHT TO LITIGATE.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

17. Governing Law and Venue

Except for Section 16 which is governed by the FAA, this Agreement and all Claims are governed by the laws of the State of New York, without regard to conflict-of-law rules.

18. Severability

If any provision of this Agreement is found to be invalid, unlawful, void, or unenforceable by either an arbitrator or a court of competent jurisdiction, this Agreement's remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

19. Waiver

You agree that if Walnut does not enforce any of its legal rights or remedies under this Agreement, or other legal rights or remedies Walnut has under applicable laws, this shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever.

20. General Provisions

This Agreement is the entire understanding and agreement between you and Walnut. This Agreement supersedes any previous Terms of Use agreement or other agreement to which you and Walnut may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

21. Contacting Us

If you have questions regarding the Agreement or the practices of Walnut, please contact us by e-mail at support@hellowalnut.com or by regular mail at Walnut Financial, Inc. 110 E. 36th St, New York, NY 10016.