



ARBITRATION AGREEMENT

ARBITRATION. IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ARBITRATION OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

Any claim or dispute (“Claim”) by either you, us, Fernandez Tax Help Center, Its' affiliated partners, or Processor against the other(s) arising from or relating in any way to the Services, this Agreement, or any transaction conducted with us, Fernandez Tax Help Centers, or Processor or their respective affiliates or assigns will, at the election of either you, us, Fernandez Tax Help Center, or Processor, be resolved by binding arbitration. This arbitration provision governs all Claims, whether such claims are based on law, constitutional provision, or any other legal theory and whether such Claim seeks as remedies money damages, penalties, injunctions or declaratory or equitable relief. Claims subject to this arbitration provision include Claims regarding the applicability of this provision or the validity of this or any prior Agreement. As used in this arbitration provision, the term “Claim” is to be given the broadest possible meaning, and included claims that arose in the past or arise in the present or future. If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action only.

This means that even if a demand for class arbitration, class action lawsuit or other representative action, including private attorney general action, is filed, any Claim related to the issues of such lawsuits will be subject to individual arbitration. Claims subject to arbitration also include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise. Notwithstanding this arbitration provision, if you have a Claim that is within the jurisdiction of the small claims court, you may file your claims there. Any appeal from a decision of a small claims court shall be subject to this arbitration provision.

The arbitration, including the selection of the arbiter, shall be administered by the American Arbitration Association (“AAA”), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer-Related Disputes. To start an arbitration, you or we must give notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. Our notice to you may be provided to you at your last known address or such other address as we may have in our records. All fees and costs are allocated pursuant to the rules of the AAA. The arbiter may award any fees, cost, and expense including attorney’s fees, as permitted by the administrator’s rules. If you request in writing that we bear your filing, administration and/or arbitration fees and you are acting in good faith, we will pay or reimburse you for such fees. Also, we will pay these fees if applicable law requires us to or if we must bear such fees in order for this arbitration provision to be enforced. We will not ask you to pay or reimburse us for any fees we pay the administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration, provided that we will pay your fees if you prevail on a Claim you assert or if we must bear such fees in order for this arbitration provision to be enforced. Also, we will bear any fees if applicable law requires us to. If there is a conflict between the rules and procedures of the administrator and any term in this arbitration provision, the terms of this arbitration provision shall prevail. You or us, including Fernandez Tax Help Center, or Processor, may bring a summary or expedited motion to compel arbitration of any Claim or to stay the litigation of any Claims pending in any court. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration. You may obtain a copy of the current rules of the arbitration administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting the American Arbitration Association, 1633 Broadway, Floor 10, New York, NY 10019.

Their website is www.adr.org. and telephone number is 800-778-7879. You agree that under this Agreement, you, Fernandez Tax Help Center, FTHC, Processor and us are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code (“FAA”) and not by any state law concerning arbitration. The arbiter shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages, declaratory, injunctive and other equitable relief, and attorney’s fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision and the administrator’s rules. Any court with jurisdiction may enter judgment upon the arbitrator’s award. The arbitrator’s award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. However, we will consider in good faith any reasonable written request for us to bear the cost of your appeal. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable. This arbitration provision shall survive termination or suspension, or expiration of this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on as a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.