43. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER.

Disputes. For purposes of this Section 43, "Disputes" are defined as any claim, controversy, or dispute between you and the Bank, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), whether arising before or during the effective period of this Agreement, and including any claim, controversy, or dispute based on any conduct of you or the Bank that occurred before the effective date of this Agreement, so long as the dispute was not filed in arbitration or, in limited circumstances, in court, prior to the Effective Date of this Agreement, including any claims relating in any way to this Agreement or the Program, or any other aspect of our relationship.

General. You and the Bank agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. YOU AND THE BANK MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE ACTIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE BANK. Nothing in this agreement prevents you or the Bank from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement in Section 43 is found unenforceable, including the Mass Procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, class arbitration, or representative action arbitration). You acknowledge and agree that this arbitration agreement applies to all Disputes, including Disputes arising from conduct that occurred prior to the effective date of this or any prior version of this Agreement.

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you and the Bank agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to the Bank should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, $Cashtag, and the email address and phone number associated with your account, and; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or the Bank, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice

brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and the Bank therefore agree that, before either you or the Bank demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement of its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration. If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (https://www.namadr.org) according to the NAM Comprehensive Rules and Procedures in effect at the time of the arbitration and, when applicable, the NAM Supplemental Rules for Mass Arbitration Filings (together, the "NAM Rules"), and this Section 43. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Cash App Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and the Bank will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Bank values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Mass Procedures. To increase the efficiency of administration and resolution or arbitrations, you and the Bank agree that in the event that there are twenty-five (25) or more individual arbitration demands of a substantially similar nature filed against the Bank by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for which arbitration will initially proceed ("Bellwether Arbitrations"). The NAM Supplemental Rules for Mass Arbitration Filings shall apply to Mass Proceedings. While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, no other cases may be filed in arbitration, and NAM shall not accept or demand payment of any administration or arbitrator fees in connection with such stayed demands (other than any initial filing fees, and/or Procedural Arbitrator fees, if applicable, already paid or incurred). Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above. Throughout this first stage, the Arbitrators for the Bellwether Arbitrations are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a single global mediation of all remaining demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bank shall pay the mediation fee. If the parties are unable to resolve the remaining demands comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, NAM shall (1) administer all such remaining demands in batches of 100 demands per batch (or, if between twenty-five (25) and ninety-nine (99) individual demands remain, a single batch of all those demands, and, to the extent there are fewer than 100 demands remaining after the batching described above, a final batch consisting of the remaining demands); (2) appoint one Arbitrator for each batch; and (3) provide for the resolution of each batch on a consolidated basis with one set of administrative fees due per batch, one procedural calendar, one hearing (if any) in a place to be determined by the Arbitrator, and one final award, which will provide for any and all relief to which the Arbitrator determines each individual party is entitled ("Batch Arbitration"). NAM shall administer all batches concurrently, to the extent possible.

All parties agree that demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issue(s) and seek the same or similar relief. To the extent the parties disagree on the application or enforceability of these Mass Procedures, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing Procedural Arbitrator or, should the circumstances so require, an Emergency Arbitrator, according to the NAM Rules, to resolve the dispute (the Procedural Arbitrator or Emergency Arbitrator, the "Administrative Arbitrator"). In an effort to expedite resolution of any such initial questions, the parties agree that the Administrative Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The Bank shall pay the Administrative Arbitrator's costs.

All parties agree that the Mass Procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration.

All parties agree to cooperate in good faith with the arbitration provider to implement the Mass Procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and Bellwether Mediation have concluded, paying single administrative fees for any subsequent batches of demands that proceed pursuant to Batch Arbitration, and cooperating to take any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Mass Procedures shall in no way be interpreted as authorizing or creating a class, collective, or representative action of any kind, or an arbitration involving joint or consolidated claims, except as expressly set forth in this Section 43, and nothing about the Mass Procedures will preclude any party from participating in any arbitration administered according to that process.
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Arbitration Fees. Your and the Bank's responsibility to pay any NAM fees and costs will be solely as set forth in the applicable NAM fee schedules (the "Fee Schedules"). You agree that you do not intend to use the Service for personal, family or household use. Accordingly, for purposes of calculating any arbitration costs and fees, you and the Bank agree that you are not a "consumer," and that the NAM Comprehensive Fees schedule will apply. The arbitrator's hourly fees (also referred to as Arbitrator Hearing Time) shall be split evenly between the parties. For purposes of this arbitration agreement, references to you and the Bank also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services

Opt Out. You have the right to opt out of this arbitration agreement by sending a written notice of your decision to opt out (the "Opt Out") within thirty (30) days after you first join the Program or for existing customers who agree to an amended version of the arbitration agreement as a terms update, within thirty (30) days after first becoming subject to that amended arbitration agreement. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this address will not receive a reply). For your convenience, we are providing an opt out notice form you must complete to Opt Out. To complete this form, you must provide your name, address, $Cashtag, phone number and the email address(es) you used to sign up for and use the Services. This is the only way to opt out of this arbitration agreement. Any Opt Out will be effective only if you send it yourself, on an individual basis, and opt outs from any third-party purporting to act on your behalf will have no effect on your or Bank's rights. If you opt out of this Arbitration Agreement, all other parts of these Terms, Additional Terms, and other policies applicable to the Program will continue to apply to you. Opting out of this arbitration agreement will have no effect on any arbitration agreements that you may currently have with us, including any previous versions of this arbitration agreement to which you agreed and did not timely opt out, which will remain in effect, and has no effect on any future agreements you may reach to arbitrate with us.

Court Proceedings. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California.