



## Privacy Policy

<b>FACTS</b>	What do Kingswood Capital Partners, LLC ("KCP") and affiliates do with your personal information?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depends on the product or service you have with us. The information can include: <ul style="list-style-type: none"> <li>• name</li> <li>• address</li> <li>• phone numbers</li> <li>• Social Security number</li> <li>• assets</li> <li>• investment experience</li> <li>• employment information</li> <li>• account balances</li> <li>• other financial information</li> </ul>
<b>How?</b>	All financial companies need to share personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons Kingswood Capital Partners, LLC chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information:	Does Kingswood Capital Partners share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> Such as to process your transactions, maintain your account(s), respond to court orders and investigations, comply with regulatory requirements.	YES	NO
<b>For our marketing purposes -</b> To offer products and services to you	YES	NO
<b>For our affiliates' everyday business purposes -</b> Information about your transactions and experiences	YES	NO
<b>For our affiliates' everyday business purposes -</b> Information about your creditworthiness	YES	YES
<b>For our affiliates to market to you</b>	YES	YES
<b>For joint marketing with other financial companies</b>	NO	We Do Not Share
<b>For non-affiliates to market to you</b>	NO	We Do Not Share

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 212-404-7002</li> <li>• Mail the form below.</li> <li>• Visit us online: <a href="http://www.kingswoodus.com">http://www.kingswoodus.com</a></li> </ul> <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 212-404-7002



Mail-in Form											
<p>If you have a joint account/policy, your choice(s) will apply to everyone on your account unless you mark below.</p> <p><input type="checkbox"/> Apply my choices only to me.</p>	<p>Mark any / all you want to limit:</p> <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p> <p><input type="checkbox"/> Do not allow my financial advisor to take my non-public information to a new financial institution should he/she leave Kingswood Capital Partners, LLC.</p>										
<p><input type="checkbox"/> Apply my choices only to me.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: #e0e0e0; width: 30%;">Signature</td> <td style="width: 70%;"></td> </tr> <tr> <td style="background-color: #e0e0e0;">Name</td> <td></td> </tr> <tr> <td style="background-color: #e0e0e0;">Address</td> <td></td> </tr> <tr> <td style="background-color: #e0e0e0;">City, State Zip</td> <td></td> </tr> <tr> <td style="background-color: #e0e0e0;">Account/Policy/Contract #</td> <td></td> </tr> </table>	Signature		Name		Address		City, State Zip		Account/Policy/Contract #	
Signature											
Name											
Address											
City, State Zip											
Account/Policy/Contract #											
<p>Mail to:</p>	<p>Kingswood Capital Partners, LLC 175 Country Club Dr., BLDG 400 Suite D, Stockbridge, GA 30281</p>										



Who are we?	
Who is providing this notice?	Kingswood Capital Partners, LLC

What we do	
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How does KCP and its family of companies protect my personal financial information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards, and secured files and buildings.
How does KCP collect my personal information?	<p>We collect your personal information when you agree to provide it, for example when you...</p> <ul style="list-style-type: none"> <li>• open an account</li> <li>• update your account</li> <li>• seek advice about your investments</li> <li>• correspond with us via e-mail, phone, etc.</li> </ul> <p>We may also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can I not limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness.</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you.</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account/policy unless you tell us otherwise.

Definitions	
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Affiliates	<p>Companies related by common control or ownership. They can be financial or non-financial companies.</p> <ul style="list-style-type: none"> <li>• Kingswood Wealth Advisors, LLC</li> <li>• Other companies as acquired from time to time.</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial or non-financial companies.</p> <p>KCP and its affiliates do not share with non-affiliates so that they can market to you.</p>
Joint marketing	<p>A formal agreement between non-affiliated financial companies that together market financial products or services to you.</p> <p>KCP and its affiliates do not jointly market.</p>

Rev. 07/21/2022



I have an account/policy/contract with the following company(ies). Please mark all that apply:

D Kingswood Wealth Advisors, LLC



## Kingswood Capital Partners, LLC. Customer Agreement Addendum Acknowledgment

### PRIVACY POLICY

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I have reviewed Kingswood Capital Partners, LLC privacy policy set forth in paragraph 11 of the Kingswood Customer Agreement Addendum. In the event my registered representative should end his/her association with Kingswood Capital Partners, LLC. and move to another financial institution I understand that Kingswood Capital Partners, LLC will allow my representative to share my nonpublic personal information with the new financial institution unless by checking the box below I have instructed Kingswood not to allow the sharing of my personal nonpublic information with a new financial institution.

I do not allow my representative to take my nonpublic personal information to a new financial institution should he/she leave Kingswood.

### Arbitration Clause

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The undersigned(s) has/have carefully read the Kingswood Capital Partners, LLC Customer Agreement Addendum, which sets forth a pre-dispute arbitration clause in paragraph 20 and agree(s) to all the terms and conditions contained therein.

By signing below customer acknowledges receipt of the Kingswood Capital Partners, LLC Customer Agreement Addendum and agrees to be bound by the terms and conditions set forth therein.

Date: \_\_\_\_\_

\_\_\_\_\_

Customer Signature

Date: \_\_\_\_\_

\_\_\_\_\_

Customer Signature



## Kingswood Capital Partners, LLC Customer Agreement Addendum to Customer Agreement

The terms set forth in this Customer Agreement Addendum are in addition to or further explanatory of the terms and conditions set forth in the Customer Agreement as it pertains to Kingswood Capital Partners, LLC

In consideration of *Kingswood Capital Partners, LLC* opening one or more accounts on my behalf, I warrant and agree to be bound by all of the following representations and disclosures herein. I understand that securities products are not federally insured nor are they a deposit or obligation of, or guaranteed by, any depository institution. Furthermore, I understand that the products are subject to investment risks, including the possible loss of the principal amount invested. I understand *Kingswood Capital Partners, LLC* is a Broker/Dealer registered with the Financial Industry Regulatory Authority (FINRA) and is a member of the Securities Investor Protection Corporation (SIPC), and that its accounts are carried by and securities transactions are cleared through **RBC Clearing and Custody, LLC & Raymond James Financial Services Inc.**, both national Clearing Firms. I agree to be bound by the following terms and conditions:

- 1. Appointment of broker dealer as agent.** I appoint *Kingswood Capital Partners, LLC* ("KCP") as my agent for the purpose of carrying out my directions with respect to the purchase, sale, or liquidation of securities in accordance with terms and conditions of this agreement; I assume all risks with respect to the purchase, sale or liquidation of securities. All transactions will be executed only on my order or on the order of my authorized delegate. KCP is authorized to open or close brokerage accounts, place, and withdraw orders and take such other steps as are reasonable to carry out my directions.
- 2. Risk disclosure.** I understand securities involve risks and that many variables, including but not limited to market and economic fluctuations, may have a substantial negative effect on the value of my securities positions. Furthermore, I represent to KCP and KCP's Clearing Firms I am willing to assume these risks and I am, in fact, financially able to bear these risks. I also understand I have an affirmative obligation to notify KCP in writing should my financial condition adversely change from, or should my objectives become more conservative than, what is shown on my application to open an account.
- 3. Customer Obligations.** I hereby agree to adhere to the following requirement to monitor my account and prevent unauthorized activities: a) I agree to only pay for a security by utilizing a traceable instrument (e.g. check, bank draft, etc.) and I will never pay cash for a security; b) I will carefully review each applicable Offering Document and I agree to be bound by the information contained therein; c) When purchasing or selling securities, I will not rely upon any information, including but not limited to statements, forecasts, predictions and projections whether verbal or written, which are not contained in the applicable Offering Document; d) When purchasing or selling securities, I will not rely upon comparisons between securities or with market indexes of any kind, nor shall I rely upon guarantees of future value or price of any security; e) When purchasing or selling securities, I will not be induced by a pending dividend; f) I will never make payment payable to Representative or to an entity in which Representative may gain access to my funds; g) I will demand and obtain from my registered representative the current Offering Document which fully describes the investment, including potential risks and costs, prior to purchasing an interest in a partnership, mutual fund, variable product, unit investment trust or any new issue; h) I will not loan to my registered representative or borrow from my registered representative monies or securities and I specifically will not authorize or permit Representative to act as personal custodian of my securities, stock powers, monies or any other personal or real property of which I may have any interest; i) **I will promptly review each trade confirmation and account statement and report any errors or discrepancies to Kingswood Capital Partners, LLC within 2 days of the receipt of the confirmation or statement.** It is agreed that if the confirmation and/or statement is mailed to customer's address of record the customer will have received the confirmation and/or statement no later than 10 days after the mailing date.
- 4. Orders for Securities and Payment Arrangements.** a) I understand KCP shall have the sole discretion to accept my securities orders and that KCP reserves the right to require a deposit before accepting or executing my securities orders; b) I will not buy, sell or liquidate any securities of a corporation of which I am an affiliate, or sell or liquidate any restricted securities, except in compliance with applicable laws and regulations and with notice, to you, that the securities are restricted; c) If upon the sale or purchase of securities by KCP at my direction, I fail to deliver the securities to KCP's Clearing Firms or if I fail to make a full and timely payment, I authorize KCP and KCP's Clearing Firms to take those steps necessary, in its discretion, to deliver such securities or to make such payment, in which event I agree to reimburse KCP and KCP's Clearing Firms for any loss KCP or KCP's Clearing Firms may sustain in the transaction; d) I shall reimburse KCP or KCP's Clearing Firms for the reasonable costs of collection of any debit balance and any unpaid deficiency in my accounts, including attorney's fees, court costs and any other expenses whatsoever in nature incurred by KCP or KCP's Clearing Firms in effecting said collection; e) I realize no acceptance by KCP of a lesser sum than due in my account shall be deemed to be other than a payment on account and KCP or KCP's Clearing Firms may accept such check or payment without prejudice to KCP or KCP's Clearing Firms right to recover the balance due in my account.
- 5. IRA Accounts.** If I am establishing an account with KCP in connection with an individual retirement account ("IRA"), I understand that it is my responsibility, and not the responsibility of KCP, to determine my eligibility for establishing an IRA, the

deductibility of IRA contributions, compliance with all other rules relating to the tax deferred status of the IRA or the rollover from another retirement account, and the availability of all other tax benefits of the IRA.

6. **Notices.** All written notices and communications pursuant to this Agreement and my account(s) shall be sent to the undersigned at the mailing address set forth on KCP's APPLICATION FOR A NEW ACCOUNT or my last known address contained in the files of KCP. All written notices and communications so sent, whether by mail, telegraph, electronic mail, messenger or otherwise, shall be deemed given to the undersigned when sent by KCP to said address or electronic mail address. Written notices and communications pursuant to this Agreement shall be sent to KCP by certified mail, return receipt requested to the main office of *Kingswood Capital Partners, LLC* currently located at 175 Country Club Drive Bldg 400 Suite D Stockbridge, GA 30281 or to such other address as may be furnished by written notice. All written notices and communications shall be deemed given to KCP on the date indicated as received by KCP on the return receipt. The Clearing Firms, on behalf of KCP, will send to the address of record or through the chosen electronic communication a statement of account, every calendar quarter at a minimum or for any month when you have stock trading, or cash management activity. KCP's Clearing Firms on behalf of KCP will send or make an available online confirmation for every securities transaction in your account with some exceptions in which case your account statement will serve as confirmation.

7. **Modification of Agreement.** I understand KCP shall have the right by written notice to add or to amend any term, condition, section or provision of this Agreement. All applicable amendments and additions will be effective fifteen (15) days after said notice is mailed, unless KCP receives my written notice of objection prior to said effective date.

8. **Applicable Laws and Regulations.** This agreement is governed by Georgia law, without regard to its choice of law provisions. All transactions shall be subject to rules, regulations, customs and usages of the exchange, market or clearing house where executed, and to all applicable federal and state laws and regulations. Any judicial proceedings relating to an arbitration (SEE PARAGRAPH 20) or to this Agreement shall be conducted in a state or federal court in Henry County, Georgia, and I agree (a) to submit to the jurisdiction of any such court, (b) that any such court constitutes a convenient forum, and (c) that process may be served by certified mail, return receipt requested at my last address known to KCP.

9. **Force Majeure.** Neither KCP or KCP's Clearing Firms shall be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange or market rulings or other conditions beyond the control of KCP or its Clearing Firms.

10. **Customer Financial Information.** Customer represents and warrants that the financial information disclosed to KCP in this document is an accurate representation of customer's current financial condition. Customer authorizes KCP or KCP's agents to investigate customer's credit standing and in connection therewith to contact such banks, financial institutions, and credit agencies as KCP shall deem appropriate to verify information regarding customer.

11. **Privacy Policy.** KCP has adopted policies and procedures for the protection of customer's confidential personal information from unauthorized disclosure. We gather this information about you from the applications, new account forms, client profiles, and other forms you may prepare for us, and from your transactions with us. The types of information we collect may include your name, address, social security number, driver's license number, income and net worth, beneficiaries, and your transactions.

It is our policy that we do not disclose any nonpublic information about you, except as necessary to establish and manage your account(s), to market our products and services to you, for our affiliates' everyday business purposes relating to transactions, for joint marketing with other financial companies or as permitted by law

Additionally, if your financial advisor or registered representative terminates his or her relationship with us and moves to another brokerage or investment advisory firm ("New Financial Institution"), we or your financial advisor may disclose your personal information to the New Financial Institution unless you instruct us **not** to disclose your personal information. You may instruct us not to disclose your personal information to another Financial Institution by so indicating on the Privacy Policy Acknowledgment provided at the time your account was opened or sending us a letter to KCP by Fax to 646-861-4697 or by mail to 175 Country Club Drive Bldg 400 Suite D Stockbridge, GA 30281.

We limit access to nonpublic information about you to those employees who need to know that information in order to provide products and services to you. We maintain physical, electronic and procedural safeguards to protect your information.

In the event that you should close your account with us, or if your account should become inactive, we will continue to adhere to the privacy policies and practices described in this notice.

12. **NO GUARANTEES.** Customer acknowledges that customer neither has any separate agreement nor shall enter into any separate agreement with customer's registered representative or any KCP employee or agent regarding the trading in customer's account, including any agreement to guarantee profits or limit losses in customer's account. Customer understands

that customer is under an obligation to notify KCP's Compliance Officer immediately in writing as to any agreement of this type. (Attention Chief Compliance Officer, Kingswood Capital Partners, LLC., 175 Country Club Drive Bldg 400 Suite D Stockbridge, GA 30281). Further, customer understands that any representations made by anyone concerning customer's account, which differ from any statements customer receives from KCP or its Clearing Firms, must be brought immediately in writing to the attention of KCP's Compliance Officer. Customer understands that customer must authorize every transaction prior to its execution unless customer has delegated discretion to another party and signed required written authorization approved by KCP. Any disputed transactions must be brought to the attention of KCP's Compliance Officer pursuant to the Customer Obligations (Paragraph 3) and Notice requirements (Paragraph 6) of this Customer Agreement. Customer agrees to indemnify and hold KCP and its Clearing Firms harmless from all damages or liabilities resulting from customer's failure to immediately notify KCP's Compliance Officer of any of the occurrences referred to herein. All notices required under this section shall be sent to KCP at: Attention Chief Compliance Officer, Kingswood Capital Partners, LLC., 175 Country Club Driver Bldg 400 Suite D Stockbridge, GA 30281 or KCP's address appearing on confirmations or account statements.

**13. Wire Transfer and EFT Transactions:** Additional paperwork is required to transfer funds through a wire transfer or an electronic funds transfer (EFT). KCP will not be able to initiate the transfer of funds by wire or EFT unless prior to the transfer request all paperwork allowing such transfers is on file. Upon requesting a wire transfer or EFT you are agreeing that KCP may redeem or sell assets in your account to comply with the requested transfer of funds including the payment of any fees. You agree that KCP will not be responsible for the loss of any funds transferred according to your written directions.

**14. Account administration:** As your broker/dealer we will 1) Open, approve and review your account, 2) transmit accurate, timely instructions to KCP's Clearing Firms regarding your brokerage account, 3) determine the suitability of any recommended investment at the time of sale based upon the information you have provided, 4) operate your brokerage account in compliance with applicable laws and regulations, 5) have KCP's Clearing Firms send you account statements and transaction confirmations and 6) maintain proper books and records of all services performed for you. Please contact us if you have any additional questions about services that will be provided.

**15. Fees:** KCP and its Clearing Firms have certain fees that will be charged for services provided. These fees are in addition to any commission charged by the registered representative or may be considered as additional fixed commission. You will be responsible for any fees charged that are associated with services rendered by KCP or our Clearing Firms. At the time you complete this application the registered representative should provide you with KCP's standard fee sheet. If the registered representative fails to provide you a fee sheet, please contact us to receive one or go to our website at [www.kingswoodus.com](http://www.kingswoodus.com) where a fee schedule is posted. All fees may not be listed on the standard fee sheet and if at any time you have a question about the fee to be charged, please feel free to contact your representative or KCP in advance of requesting services. KCP reserves the right to change the fee charged for services at any time. KCP will provide an updated fee sheet each year in our annual mailing to customers.

**16. Indemnification:** You agree to indemnify KCP and its Clearing Firms, from and hold KCP and its Clearing Firms harmless for any losses resulting from your actions or failure to act whether intentional or not, including losses resulting from actions taken by third parties at your direction.

**17. Telephone Recording Consent:** In order to ensure quality customer service, verify securities transactions and other information related to your account KCP may tape-record telephone conversations with you and its employees or agents. You hereby agree and consent to the recording of said conversations with you and understand that such recordings may take place without an audible electronic beep tone or vocal announcement to indicate that the line may be recorded. The parties to this application agree that such recordings may be used to assist in the resolution of any complaint, dispute or arbitration arising under this Agreement.

**18. Margin:** If you have requested and been granted margin privileges it is important that you review the terms and conditions set forth in the Margin Agreement. While margin trading may result in substantial gains it can also expose you to substantial losses in your account. Interest will be charged on your margin debt. KCP may receive a portion of the interest charged based upon its agreement with its Clearing Firms.

**19. Termination:** The parties to this agreement may terminate the account at any time for any reason upon written notice to the other party. Account termination by KCP may include the liquidation of any securities' positions that should be liquidated in order to close the account and return the proceeds to the customer. Customer expressly authorizes KCP to sell customer(s) securities' positions in order to terminate the account as set forth herein, if after 10 days' notice to customer at customer's address of record customer(s) takes no action to transfer securities' positions to another broker dealer. When an account is closed all associated features are also terminated. You will remain responsible for all unpaid obligations on your account. Prior to KCP returning to you any proceeds from your account all incurred fees will be charges against the amount owed to you. Payment for outstanding fees will be deducted from your account balance.

20. **Pre-Dispute Arbitration Agreement.** This agreement and the customer information brochure contain a pre-dispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING.
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.
- ALL CONTROVERSIES THAT MAY ARISE BETWEEN YOU, KCP AND KCP'S CLEARING FIRMS CONCERNING ANY SUBJECT MATTER WHATSOEVER SHALL BE DETERMINED BY ARBITRATION IN ACCORDANCE WITH FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA) RULES.

THE CUSTOMER AGREES, AND, BY CARRYING AN ACCOUNT FOR THE CUSTOMER, BROKER AGREES THAT ALL CONTROVERSIES THAT MAY ARISE AMONG THE CUSTOMER, THE BROKER AND SWST CONCERNING ANY TRANSACTION OR THE CONSTRUCTION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT AMONG THE CUSTOMER, THE BROKER AND SWST PERTAINING TO SECURITIES AND OTHER PROPERTY, WHETHER ENTERED INTO PRIOR, ON OR SUBSEQUENT TO THE DATE HEREOF, SHALL BE DETERMINED BY ARBITRATION. ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED PURSUANT TO THE FEDERAL ARBITRATION ACT BEFORE FINRA OR THE MUNICIPAL SECURITIES RULEMAKING BOARD AND IN ACCORDANCE WITH THE RULES THEN PREVAILING AT THE SELECTED ORGANIZATION. THE CUSTOMER MAY ELECT IN THE FIRST INSTANCE WHETHER ARBITRATION SHALL BE BY FINRA OR THE NYSE, BUT IF THE CUSTOMER FAILS TO MAKE SUCH ELECTION, BY REGISTERED LETTER OR TELEGRAM ADDRESSED TO THE BROKER AT THE BROKER'S MAIN OFFICE, BEFORE THE EXPIRATION OF TEN (10) DAYS AFTER RECEIPT OF A WRITTEN REQUEST FROM THE BROKER TO MAKE SUCH ELECTION, THEN THE BROKER MAY MAKE SUCH ELECTION. THE AWARD OF THE ARBITRATORS, OR OF THE MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION. FURTHER, NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE-DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS IS DECERTIFIED; OR (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THE CUSTOMER AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.