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Full Account Terms and Conditions

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Membership Agreement

Effective as of November 1, 2022

We're excited to have you join Nirvana Money. In addition to the Nirvana Money card and the combined Cash + Credit power of Money Power, your Nirvana Money Membership gets you access to great benefits for a singular subscription amount of \$8.00 per month charged to your Nirvana Money Account.

By agreeing to a Nirvana Money Membership, you agree to pay the subscription amount, billed monthly to your Nirvana Account. Nirvana Membership benefits may change at any time.

Nirvana Card Interest Rates and Fees

Effective as of September 15, 2022.

Nirvana Money is a financial technology company, not a bank. Banking services are provided by Coastal Community Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. The Variable rates, the fees, and the terms are subject to change.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR)	9.9% to 35.9% based on your creditworthiness. This APR may vary based on factors such as the Prime Rate.
How to avoid paying interest	Your due date is at least 21 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
For credit card tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the

Consumer Financial Protection Bureau
at <http://www.consumerfinance.gov/learnmore>

Fees

Annual Fee	None
Transaction Fees	None
Penalty Fees	None

How we will calculate your balance We calculate the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance,” we take the beginning balance of your account each day, add any new purchases, and subtract any unpaid interest and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance.”

Prime Rate. Your APR on your Account may vary based on several factors, including a change in the Prime Rate. If we change your APR based on the Prime Rate, we will use the U.S. Prime Rate published in the Money Section of the Wall Street Journal (WSJ) on the last business day of the prior month that the Prime Rate was published.

Billing rights Information on your rights to dispute transactions and how to exercise those rights will be provided in your Cardholder Agreement.

Credit report A consumer credit report will be requested with this application and subsequent consumer reports will be requested when updating, renewing or extending additional credit. You agree that we will consider this an Application for a Visa® credit card account. You agree that we reserve the right not to approve your application.

Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each

person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Bank Account Interest Rates and Fees

Effective as of June 14, 2022.

Fees: None

Rate Information:

The interest rate for your accounts is 0.00% with an Annual Percentage Yield ("APY") of 0.00%. Your interest rate and APY may change at our discretion at any time.

Minimum Balance Requirement: None

Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Account and Cardholder Agreement

Effective as of September 15, 2022

This agreement governs the terms of your Nirvana ("we," "us," "our") master account ("Account"), which includes a deposit account ("Bank Account") and a Money card account ("Money card") with a Visa® card. Nirvana Money is a financial technology company, not a bank. Banking services are provided by Coastal Community Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. By using your Account, you agree to these terms.

Nirvana Account. Your Account at Nirvana includes two linked accounts – a Bank Account and a Money card – that operate in a combined manner to provide flexibility and convenience to access your cash and credit.

Your Bank Account is a deposit account that includes funds that are deposited and cleared by ACH and direct deposit. Your Bank Account is subject to the terms in the Bank Account Rates

ACH and direct deposit. Your Bank Account is subject to the terms in the Bank Account Rates and Fees disclosure.

Your Money card is a credit card account. Your Money card is subject to the terms in the Nirvana Money Card Rates and Fees disclosure. Your Credit Line is the maximum amount of credit we have approved for you. We may adjust your Credit Line up or down. Your available credit equals your Credit Line minus any outstanding credit balance. All transactions made with your Money card are posted to the credit card account.

We automatically rebalance your funds between your Bank Account and your Money card at the end of each day.

1. If there is an outstanding credit balance in the Money card, we will use any available balance in your Bank Account to reduce the credit balance.
2. If there is a negative balance in the Bank Account, we will use any available credit in your Money card to reduce the negative balance.

Money Power. The sum of the available funds in your Bank Account plus the available credit in your Credit Line equals your "Money Power." As you spend using your Money card or by ACH, your Money Power will be reduced. Similarly, as you deposit funds into your Bank Account by ACH or Direct Deposit, your Money Power will increase. If you no longer have available cash in your Money Power, Nirvana will automatically use your Credit Line, which is subject to your APR. Your Credit Line will automatically be paid using any direct deposits or ACH transactions that are deposited into your Account.

A. About Using Your Account and Money Card

Use of Your Account. You may use your Account only for personal use.

Your Responsibility. You are responsible for paying all amounts charged to your Account.

Electronic Account Only. You understand that the Account can only be accessed by electronic means. If at any time you choose that you no longer want to conduct business with Nirvana electronically, we reserve the right to close your Account.

Bank Account Deposits and Withdrawals. You may only deposit and withdraw funds from your Account using the methods made available and deemed acceptable by Nirvana.

Monthly Statements. We will provide you monthly statements that can be accessed by logging in to your Nirvana Account.

ATM Cash Advances. You may use your Nirvana card at an Automated Teller Machine (ATM)

to withdraw cash using your Money Power, subject to daily limits. These withdrawals will be treated as a cash advance. If you do not have available funds in your Bank Account at the time of the withdrawal, your cash advance will be subject to the terms, including your APR and Grace Period, found in your Nirvana Card Interest Rates and Fees disclosure. Nirvana partners with the Allpoint® Network to provide you with 55,000 fee-free ATMs. You can find an Allpoint ATM here: <https://www.allpointnetwork.com/locator.html>. If you use an ATM outside of the Allpoint network, you may be charged a fee.

Lost or Stolen Card, or Fraud. You will immediately notify us if your Card is lost or stolen or if you suspect fraud by emailing support@nirvana.money or calling 1-855-224-2779. You will take reasonable steps to prevent fraudulent use of your Account or a lost or stolen card.

Unlawful or Unauthorized Use. You will not use your Account for unlawful purposes or for purposes we deem unauthorized, including gambling or wagering, even if permitted by law. If we suspect a transaction is fraudulent, unlawful, or high risk, we may contact you to confirm the legitimacy of the transaction. If we determine your activity to be unlawful or unauthorized, we may immediately terminate your Account. If your Account is terminated, you will still be responsible to pay for any charges owed on your Account.

B. How We Charge Interest

How We Calculate Interest. We use the “average daily balance (including new transactions)” method to calculate your interest charges. This means that, each billing period, we determine your interest charges by multiplying the average daily balance (which is shown on your monthly statements as the “balance subject to interest rate”) by the daily periodic rate and then multiplying this amount by the number of days in the billing period. The daily periodic rate equals your APR divided by 365, rounded to the second decimal point.

How to Avoid Interest. You will not be charged interest if you pay your total New Balance in full each month by the Payment Due Date. This is called your grace period. If you don't pay your Account New Balance in full each month by the Payment Due Date, then you'll lose your grace period and you'll pay interest on your transactions from the date they're posted to your Account. You won't have a grace period again until you pay your Account Total New Balance in full by the Payment Due Date for the next billing period.

Limits on Interest, Fees, and Charges. It is not our intent to charge or collect interest in excess of the amount permitted by applicable law. If any interest or charge is determined to be in excess of the permitted amount, we will credit the excess amount back to your Account.

C. About Your Payments

When You Must Pay. Your Nirvana Account automatically applies any deposits into your Account as a payment toward your outstanding balance. If you do not have any deposits into your Account during the Billing Cycle, then you must pay at least your Minimum Payment Due by 5 p.m. Eastern Time on the Payment Due Date as shown on your Account statement. The Payment Due Date will be at least 21 days after the date of your Account statement. If we receive your payment after 5 p.m. Eastern Time on your Payment Due Date, your payment will be deemed late and we may consider you delinquent.

How You Must Pay. You must pay us in U.S. currency in accordance with instructions listed in the Nirvana App or on your Account statement.

How Your Payment Is Applied. Generally, we apply up to your Minimum Payment Due to interest first and then outstanding balances. Anything in excess of your Minimum Payment Due will be applied to balances with the highest APR first.

Prepayment of Your Minimum Payment Due. If you received a deposit or made a payment in the last calendar month that satisfied the previous Billing Period's Minimum Payment Due obligation and also satisfies the current Billing Period's Minimum Payment Due obligation, then you will not have a Minimum Payment Due obligation for current Billing Period.

We encourage you to pay more than your Minimum Payment Due to reduce the interest you will pay.

How We Calculate Your Minimum Payment Due. Your Minimum Payment Due is the greater of (a) \$25 or (b) 2% of the New Balance plus any unpaid interest charges, any amounts over your Credit Line, and any Past Due Amount (rounded up to the nearest dollar).

The Minimum Payment Due will never be more than the New Balance. You are always able to pay above the Minimum Payment Due, including the full balance of your Account. By making a payment in excess of the Minimum Payment Due, you may incur less interest.

D. Additional Information

California Residents. After credit approval, each applicant shall have the right to use this account to the extent of any limit set by the creditor and each applicant may be liable for all amounts extended under this account to any joint applicant.

Married Wisconsin Residents. Your signature confirms that this credit obligation is being incurred in the interest of your marriage or family. If the Card for which you are applying is granted, you will notify Nirvana if you have a spouse who needs to review notification that credit has been extended to you by emailing support@nirvana.money.

Default. If you fail to pay us any required amount or you have exceeded your Credit Line, we may consider your Account in default. We may also consider your Account in default if we feel your credit worthiness or ability to repay has negatively changed, including but not limited to bankruptcy; insolvency; death or incapacitation; government action against you; if we determine that you have made any false, incomplete, or misleading statement to us; or if you breach any other promise or obligation under this Agreement or any other agreement with us or our affiliates. If we deem your Account to be in default, we may terminate your Account and require the outstanding balance to be paid immediately to us.

Suspension/Cancellation. We may suspend or cancel your Account and Card at any time at our sole discretion without giving you notice, subject to applicable law. You will still be required to pay us all outstanding balances on your Account despite any suspension or cancellation.

Credit Report. You authorize us and our affiliates to conduct credit investigations we deem necessary to determine your creditworthiness and to obtain and exchange any information we

may receive from consumer reports, consumer reporting agencies, and other sources. We may ask consumer reporting agencies for consumer reports of your credit history. Upon request and as otherwise required by applicable law, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. We may report information about your account to credit bureaus, including positive payment history, credit balances, on time or late payments, missed payments, or other defaults on your account. This can impact your credit report both positively or negatively based on the status of your Account.

Inaccurate Information. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, call us at 1-855-224-2779 or by emailing support@nirvana.money with the subject line "Credit Reporting."

Communications. You agree that we can contact you by using the information provided to us in your application. We may contact you by using, but not limited to automatic telephone dialing systems, text message, email, and other electronic means. We may leave you voicemails or other messages for business, marketing, or collections purposes. Our contact with you will be to provide you information pertaining to your Account in good faith. You will keep your contact information updated by updating your Nirvana online account.

You agree that this consent is valid regardless of whether the number we use to contact you is assigned to any service for which you may be charged for the call text message(s) or other

assigned to any service for which you may be charged for the call, text message(s), or other

communications. We may monitor or record any communications you have with us.

You agree that you are not required to provide this consent as a condition to receiving any product or service from us and acknowledge that you have the right to revoke this consent or change or remove any of the telephone numbers or email addresses at any time by contacting us at support@nirvana.money with the subject line "End Communications" or by any other reasonable means.

Assignment. We may assign or transfer Card accounts, including your Account, this Agreement or our rights and obligations under your Account or this Agreement, to our affiliates or to some other financial institution at any time. Subject to applicable law, the person or entity to whom we make any such sale, assignment or transfer is entitled to all our rights under this Agreement, to the extent sold, assigned, or transferred.

Change of Rates, Fees, and Terms. We may also change the rates, fees, credit line, and terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise at our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, your Account will be closed, and you will remain responsible for all Charges made before you terminate the Agreement.

Voluntary Cancellation. You may voluntarily cancel your Account at any time by following the instructions in the Nirvana App or by emailing support@nirvana.money or calling 1-888-704-2779. You will still be responsible to pay any outstanding balance or charges. If you ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly.

Severability. If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Jury Trial Waiver. You and us waive any right to trial by jury.

Your Rights Under the Military Lending Act. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include,

as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a Card account). To hear the Military Lending Act Information, call 1-888-704-2779.

Privacy of Information. Please refer to our Privacy Notice for information about Nirvana's privacy practices.

Governing Law. This Agreement and your Account are governed by Federal Law and, to the extent state law applies, the law of the State of Washington will apply.

Nirvana Money Card Billing Rights

Effective as of September 15, 2022.

Your Nirvana Money card Billing Rights – Keep This Document for Future Use. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act for your Nirvana Money card transactions.

What to do if you find a mistake in your statement: If you think there is an error on your statement regarding a Nirvana Money card transaction, call us at the number on the back of your Card (1-888-704-2779).

When you call, we may ask for the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us and notify us of any potential errors by phone and:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.

What will happen after you call us: When you call us, we must do two things:

- Within 30 days of receiving your verbal notice, we must tell you that we received your notice, and we will also tell you if we have already corrected the error.
- Within 90 days of receiving your verbal notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error.

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong: You must call us *within ten (10) days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above: you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your rights if you are dissatisfied with your credit card purchases: If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM account do not qualify.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, call us at the number on the back of your Card (1-888-704-2779).

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Electronic Funds Transfer Agreement

Electronic Funds Transfer Agreement

Effective as of September 15, 2022.

Your Nirvana Money Bank Account ("Account") number and bank routing number can be used for ACH debits, merchant transactions, and for the purpose of depositing direct deposits to your Account.

Limits on ACH Debit Transactions.

- Cut-off Time: The cut-off time for scheduling ACH transfers is 5 pm Eastern Time. Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.
- ACH Debit Limits: The limitations to the amount of funds that can be transferred from your Account per day are as follows: \$5,000 per day and \$10,000 per month.

Periodic Statements

We will notify you monthly by email that your Nirvana Account statement is available in the Nirvana app. Both your Bank Account and your Money card will be listed on these statements, including your EFTs, deposits, and transactions. Please review your statement for accuracy.

Fees

Nirvana Money does not charge fees for the services listed in this Agreement.

Electronic Fund Transfer Services

Types of Electronic Funds Transfers Available:

- Direct Deposit- You may arrange for your employer or a government agency to electronically deposit funds into your Cash Purse.
- Merchant Transactions - You may authorize another party or merchant to electronically deposit or withdraw funds, either one-time or recurring, from your Account by providing them your bank account and routing number.
- Between Accounts You Own- You may link accounts you own with your Account and transfer funds.

Right to Stop Payment on Preauthorized Transfers and How To:

If you have set up recurring payments out of your Account, please contact the merchant with whom you arranged the recurring payment. If they are unable or unwilling to stop the transfer, call us at [Insert Number]. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made.

Notice of Varying Amounts:

If these regular payments you make may vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer 10 days before each payment is scheduled to take place.

Your Liability for Unauthorized Transfers:

Contact us at once if you believe your Account has been stolen or compromised in any way. Calling us is the best way to minimize your possible losses. If your Account has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call 1-855-224-2779.

Also, if you become aware or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Your Rights to Dispute Errors." If you do not notify us within sixty (60) days after you become aware of the transaction(s) and/or the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, we will extend the time periods.

Our Liability for Failure to Complete Transactions:

If we do not properly complete a transaction from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
- If a merchant refuses to accept your Account number;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Account has been blocked after you reported your Account has been compromised, lost, or stolen;
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- Any other exception stated in our Agreement with you.

Confidentiality:

We may disclose information to third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Account or Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- As noted in the Nirvana Privacy Policy and Coastal Community Bank Privacy Notice; or
- As otherwise as necessary to fulfill our obligations under this agreement.

Your Rights to Dispute Errors:

In Case of Errors or Questions About Your Electronic Transfers, we prefer you call us immediately at 1-855-224-2779 or you may also write to us at disputes@nirvana.money or

Nirvana Technology USA Corporation Attn: Disputes, PO Box 370160, 3246 North Miami Avenue, Miami, FL 33137 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Arbitration Agreement

Effective as of September 15, 2022.

Resolving a Dispute with Arbitration

Please read this provision of the agreement carefully. It provides that any dispute may be resolved by binding arbitration at either party's request. Unless you reject it within thirty (30)

days after your account is opened, the arbitration agreement will have a substantial effect on your rights in the event of a dispute. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. In arbitration, a dispute is resolved by an arbitrator instead of a judge or jury. This provision does not apply if you are a "covered borrower" as defined in the military lending act, 10 U.S.C. § 987.

Agreement to Arbitrate: Maintaining good relationships with our customers is very important to us. We ask that you contact us immediately if you have a problem with your Account or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining an Account with us, that if any dispute between you and us arises regardless of when it occurs, it will be settled using the following procedures: you and we agree and understand that (1) you and we are giving up the right to trial by jury and (2) this section precludes you and us from participating in or being represented in any class or representative action or joining or consolidating the claims of other persons. In addition, your agreement to arbitrate and waive trial by jury shall be applicable to parties acting on our behalf, including agents or independent contractors who collect your account on our behalf or purchase your account, and to parties acting on your behalf, such as your authorized users, heirs, or representatives. This Arbitration Agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not by any state arbitration law. Except as set forth below, the parties agree to arbitrate any dispute or controversy concerning your Account or related products or services. Either party may request that the matter be submitted to arbitration.

Commencing an Arbitration: The party electing arbitration must notify the other of such election. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. If you elect arbitration, you must notify us in writing. Your notice must be sent to Coastal Community Bank, Finance Department, 5415 Evergreen Way, Everett, WA 98203 AND an email notification to Nirvana at Legal@nirvana.tech. If we elect arbitration, we will notify you in writing at your last known address on file.

Claim: A "Claim" is any unresolved claim, dispute or controversy between you and us, whether past, present or future, arising out of or related to this Agreement, your Account, products or services governed by this Agreement or the relationships resulting from this Agreement or

your Account. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our" also include Nirvana and any person or entity named as a co-defendant with us in a Claim asserted by you. Notwithstanding the foregoing, individual actions brought in small claims court (or your state's equivalent court) are not eligible for arbitration; however, if the action is transferred, removed, or appealed to a different court, it shall be eligible for arbitration at either party's request.

Binding Arbitration: Binding arbitration is a means of having an independent third party (the arbitrator) resolve a dispute without using the court system, judges or juries. Either you or we can request binding arbitration. Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (AAA), according to the Consumer Arbitration Rules of the AAA. A single arbitrator shall be appointed. If you have a question about the AAA, you can contact them as follows: American Arbitration Association, 1633 Broadway 10th Floor, New York, NY 10019, 1-800-778-7879, <http://www.adr.org> . If the AAA is unable to serve as administrator and you and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator, provided that no company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Agreement.

Powers and Qualifications of Arbitrators and Arbitration Procedures: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the AAA's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and

attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award.

Class Action Waiver: You agree not to participate in a class, representative or private attorney general action against us in court or arbitration. Also, you may not bring claims against us on behalf of any account holder.

The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal.

Rights Preserved: This Arbitration Agreement and the exercise of any of the rights you and we have under this Agreement, does not stop you or us from exercising any lawful rights either of us has to use other available remedies; to comply with legal process; to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court of appropriate jurisdiction; or to bring an individual action in court that is limited to preventing the other party from using or obtaining any provisional or self-help remedies and that does not involve a request for damages or monetary relief.

Enforcement: You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if such claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Any dispute concerning the validity or enforceability of this Arbitration Agreement must be decided by a court; any dispute concerning the validity or enforceability of the Agreement as a whole is for the arbitrator. Failure or forbearance to enforce this Arbitration Agreement at any particular time or in connection with any particular Claims will not

constitute a waiver or any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. If either you or we fail to submit to binding arbitration following a lawful demand, the party who fails to submit bears all costs and expenses incurred by the party compelling arbitration.

Survival and Severability of Terms: This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this Arbitration Agreement (except for the Class Action Waiver set forth above) is deemed invalid or unenforceable, the remaining provisions of the Arbitration Agreement shall remain in force. No portion of this Arbitration Agreement may be amended or waived absent a written agreement between you and us.

RIGHT TO REJECT: You may reject this Arbitration Agreement by mailing a signed rejection notice to Nirvana Money at Legal@nirvana.tech within thirty (30) calendar days after your Account is opened. Any rejection notice must include your name, address, email address, and telephone number.

This is the only manner you can reject this section. If you do that, only a court may be used to resolve any Claim. If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement.

 [Account and Cardholder Agreement_9.15.pdf](#)

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