

CASE NO: 07-SC-7003

#70

CAPITAL ONE BANK

Plaintiff,

vs.

AXEL LOPEZ

Defendant.

COMPLAINT

Plaintiff, by and through its undersigned counsel, sues Defendant and states the following:

- 1) Damages in this action do not exceed \$5,000.00.
- 2) Plaintiff CAPITAL ONE BANK is authorized to do business in Florida and regularly conducts business in Florida.
- 3) Defendant is a resident of ORANGE County, Florida.

COUNT I - BREACH OF CONTRACT

Plaintiff repeats and realleges each and every material allegation set forth in paragraphs 1 through 3 above and incorporates the same by reference.

- 4) Plaintiff and Defendant entered into a contract pursuant to which Plaintiff opened a credit card account number [REDACTED] and issued a credit card to Defendant.
- 5) A true and correct copy of the Agreement applicable to the account is attached hereto as Exhibit "A" and is incorporated herein by reference.
- 6) Defendant indicated acceptance of the terms of the Agreement (Exhibit "A") by keeping, signing, or using the credit card or credit card account.
- 7) On or about 01/04 Defendant breached the contract between the parties by non-payment.
- 8) As a direct result of Defendant's breach, Plaintiff has been damaged in the sum of \$1,923.87 that is due and owing with interest since the date of breach. This balance is subject to increase due to the ongoing accumulation of delinquency charges and interest as provided for by the Agreement (Exhibit "A").
- 9) Demand has been made for the amount of \$1,923.87. Defendant has failed to pay this amount.
- 10) The terms of the Agreement (Exhibit "A") provide that if the Defendant's account is referred out for collections to an attorney, the Defendant agrees to pay court costs and attorney's fees.
- 11) Plaintiff has retained the services of the undersigned law firm to represent it and Plaintiff is entitled to recover reasonable attorney fees pursuant to the Agreement (Exhibit "A").

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 CLERK COUNTY COURT
 ORANGE CO., FLORIDA

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12) Plaintiff has performed all conditions precedent to the bringing of this action, or the conditions have been waived, or have occurred.

WHEREFORE, based upon the foregoing, Plaintiff respectfully requests this Honorable Court enter a judgment against the Defendant in the amount of \$1,923.87, plus interest, costs, and attorney's fees pursuant to contract, as well as any other relief this Court deems just and proper.

COUNT II - UNJUST ENRICHMENT

Plaintiff repeats and realleges each and every material allegation set forth in paragraphs 1 through 3 above and incorporates the same by reference.

13) Defendant purchased goods or services with the credit card issued to Defendant causing \$1,923.87 to be posted to Defendant's credit card account, as identified in paragraph 4 hereinabove.

14) As a result of the purchase of the said goods and services by Defendant, Defendant knowingly and voluntarily accepted the benefits conferred by the Plaintiff of receiving those goods or services.

15) Plaintiff has demanded payment from Defendant for the sum of \$1,923.87, but Defendant has failed to pay said sum.

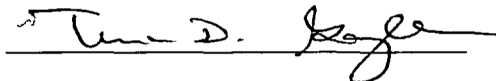
16) Plaintiff alleges that it would be inequitable for Defendant to retain the benefit of the goods or services purchased by Defendant without paying Plaintiff for the charges Defendant caused to be made to the subject account.

17) The failure of Defendant to pay the Plaintiff the sums due and owing has caused the Defendant to be unjustly enriched at the expense of the Plaintiff.

WHEREFORE, based upon the foregoing, Plaintiff requests this Honorable Court enter a judgment against the Defendant in the amount of \$1,923.87, plus interest, costs and any other relief this Court deems just and proper.

WAGNER & HUNT, P.A.
Post Office Box 934788
Margate, Florida 33093-4788
Telephone: (954) 935-6966
Facsimile: (954)935-6975

By:



TINA D. GAYLE
Florida Bar #0636606

CUSTOMER AGREEMENT

Welcome to Capital One. We are pleased to open your credit card account. This Agreement contains information about your account. Please read it and keep it for your records. In this Agreement the words "you," "your" and "yours" refer to each person who signed the application and to anyone else who uses the account in any way. Each of you is individually and jointly obligated under this Agreement. The words "we," "us" and "our" mean Capital One Bank and its successors or assigns. We can delay enforcing our rights under this Agreement without losing them.

Using Your Account. You can make purchases and obtain cash advances (if we have told you that cash advances are an option for your account) by using your card, account number, and any account access checks (including Purchase Checks, Convenience Checks, Special Transfer Checks and other similar checks) that we may send to you. When we provide you with account access checks, we will tell you whether they will be treated as purchases, cash advances, or special transfers. Unless we tell you otherwise, Convenience Checks will always be treated as cash advances.

Your card or account cannot be used in connection with any Internet or illegal gambling transactions. Your card and account may only be used for valid and lawful purposes. If you use, or allow someone else to use, the card or account for any impermissible purpose, you will be responsible for such use and may be required to reimburse us and MasterCard International Incorporated or Visa USA, Inc., as applicable, for all amounts or expenses we or they pay as a result of such impermissible use.

You agree that we are not responsible if anyone refuses to honor your account. If you do not use your account, you may cancel it by calling our Customer Relations department and destroying your card(s) and account access checks within 30 days after you receive them.

Cash Equivalent Transactions. If cash advances are an option for your account, you can use your account to purchase items that are directly convertible to cash. These cash equivalent transactions will be treated as cash advances and will be billed to the cash advance segment of your account. Cash equivalent transactions include the purchase of wire transfer money orders, bets, lottery tickets, casino gaming chips, and other similar products or services.

Your Credit Limit. You were told your credit limit when you opened your account. You also may have different credit limits that apply to different segments of your account (such as purchases, cash advances, and special transfers). These credit limits will be identified on your periodic statement. You agree to make purchases or obtain cash advances only up to the relevant credit limit. We may increase or decrease your credit limits at any time, may limit the amount that is available for cash advances, or may exclude cash advances entirely from your account. We may honor transactions in excess of your credit limit, even if those transactions result in an overlimit fee, and those transactions and fees will be covered by this Agreement.

Making Payments. You promise to pay us all amounts due resulting from the use of your account, including any finance charges and other charges due under the terms of this Agreement. Payments must be made in U.S. dollars. Payments made by a negotiable instrument such as a check or a money order must be in a form acceptable to us and be drawn on a U.S. financial institution. We may allocate payments among the various segments of your account in any way we determine.

You must pay at least the minimum amount due by the date requested on your statement to avoid a late payment fee. However, you may pay more than the minimum payment or pay the balance in full. In any case, finance charges will continue to be assessed during billing periods that you carry a balance regardless of whether or not your statement shows a minimum payment due.

We can accept late payments or partial payments or checks and money orders marked "payment in full" or other similar language without losing any of our rights under this Agreement, including our right to receive payment in full.

Periodic Statement. Each month you have a balance in your account, we will send you a statement showing all transactions billed to your account during the billing period. The billing period is the time from one statement closing date through and including the next statement closing date. The statement closing date determines the month of a specific billing period. For example, your January billing period is the billing period with the statement closing date in January.

Finance Charge Information.

A. Grace Period. You will have a minimum grace period of 25 days without finance charge on new purchases, new balance transfers, new special purchases and new other charges if you pay your total New Balance as shown on your periodic statement in full and in time for it to be credited by your next statement closing date. There is no grace period on cash advances and special transfers. In addition, if you did not pay the total New Balance from the previous billing statement in full and in time for it to be credited by your next statement closing date, there is no grace period on any transaction.

B. Accruing Finance Charge. Transactions which are not subject to a grace period are assessed finance charge as follows:

- Transactions made during the current billing period: from the transaction date.
- Undated transactions and transactions made with account access checks: from the date the transaction is processed to your account.
- Transactions made prior to the current billing period: from the first calendar day of the current billing period.

Additionally, if you did not pay the New Balance from the previous billing period in full, finance charges continue to accrue to your unpaid balance until the unpaid balance is paid in full. This means that you may still owe finance charges, even if you pay the entire New Balance indicated on the front of your statement by the next statement closing date, but did not do so for the previous month. Unpaid finance charges are added to the applicable segment of your account.

C. Minimum Finance Charge. For each billing period that your account is subject to a finance charge, a minimum total finance charge of \$0.50 will be imposed. If the total finance charge resulting from the application of your periodic rate(s) is less than \$0.50, we will subtract that amount from the \$0.50 minimum and the difference will be billed to the purchase segment of your account.

D. Periodic Rates. We determine the daily periodic rate by dividing the annual percentage rate by 365 and rounding it to the nearest 1/100,000th of 1%. The rate may be different for each segment of your account (e.g., cash advance, purchase, special purchase, and special transfer if applicable for your account). You were told the daily periodic rate(s) when you opened your account and it appears on your statement.

E. Calculating Finance Charge. Finance charge is calculated by multiplying the daily balance of each segment of your account (e.g., cash advance, purchase, special transfer, and special purchase) by the corresponding daily periodic rate(s) that has been previously disclosed to you. At the end of each day during the billing period, we apply the daily periodic rate for each segment of your account to the daily balance of each segment. Then at the end of the billing period, we add up the results of these daily calculations to arrive at your periodic finance charge for each segment. We add up the results from each segment to arrive at the total periodic finance charge for your account.

To get the daily balance for each segment of your account, we take the beginning balance for each segment and add any new transactions and any periodic finance charge calculated on the previous day's balance for that segment. We then subtract any payments or credits posted as of that day that are allocated to that segment. This gives us the separate daily balance for each segment of your account. However, if you paid the New Balance shown on your previous statement in full (or if your New Balance was zero or a credit amount), new transactions which post to your purchase or special purchase segments are not added to the daily balances.

To calculate your total finance charge, multiply your average daily balance by the daily periodic rate and by the number of days in the billing period. Due to rounding on a daily basis, there may be a slight variance between this calculation and the amount of finance charge actually assessed.

F. Cash Advance Fee. If a cash advance fee applies to your account, you were told the fee when you opened your account. The fee will be charged each time you obtain a cash advance and will be added to the cash advance segment of your account and will reduce your available credit. The amount of the cash advance fee will be added to other finance charges on your periodic statement for the purpose of calculating the annual percentage rate disclosed there. This may cause the annual percentage rate disclosed on your statement to be greater than the annual percentage rate that was disclosed to you when you opened your account.

G. Temporary Reduction in Finance Charge. We reserve the right to not assess any or all finance charges for any given billing period.

Other Fees and Charges. The following fees may be billed to the purchase segment of your account, unless otherwise specified, in every billing period in which they apply: late payment fee if we do not receive your payment in time for it to be credited by the following statement closing date; overlimit fee if your account (or any segment of your account) goes or stays above any temporarily or permanently assigned credit limit, even if we approved the overlimit amount, at any time during the billing cycle (regardless of whether you went overlimit as a result of a transaction, finance charge, or any other fee or charge); returned check fee, imposed every time a check is returned to us for any reason, or if we cannot honor your account access checks for any reason; and copying charges for duplicate copies of transactions or statements unless required for billing dispute resolution. These fees and charges will not be assessed if your billing address was in Puerto Rico when your account was opened. The fee and charge amounts were disclosed to you when you opened your account. If any of these fees or charges are changed subsequent to your account opening, you will be advised of the new amount. We reserve the right to waive these fees without prior notification to you.

Membership Fee. If your account has a membership fee, it was disclosed to you when you opened your account. The fee will be billed to the purchase segment of your account.

Credit Bureau Information. You agree that we may obtain your credit information from credit reporting agencies at any time for the purposes of monitoring your credit performance, managing your account and considering you for new offers and programs.

Futura Offers. The terms of any future offer will be disclosed to you at the time the offer is made. If you accept an offer, the terms will become effective immediately unless otherwise specified in the offer.

Default. We may consider you to be in default under this Agreement if: (a) you fail to pay the minimum payment on time, (b) you exceed your credit limit, or (c) you pay us with funds that are returned for any reason. To the extent permitted by law, you may also be in default under this Agreement if: (1) you violate any of the other terms of this Agreement, or any of the terms of any other agreement with us or any of our affiliates, or (2) you made any false or misleading statements on your application, or (3) bankruptcy or other insolvency proceedings are instituted by you or against you. After you are in default (or after we give you any notice of or right to cure the default if required by law), we may restrict your account from new transactions, or close your account and demand immediate payment of the entire outstanding balance. In addition, as a result of the default, your minimum payment may increase without advance notice.

To the extent permitted by law, you agree to pay all court costs and collection expenses incurred by us in the collection of any amount you owe us under this Agreement. If you default and we refer your account for collection to an attorney who is not our salaried employee, to the extent permitted by law, you agree to pay reasonable attorneys' fees. You also agree to pay any costs we may incur in retrieving your cards, including any costs we may incur by having your account placed on a restricted list.

If You Close Your Account. You can request to close your account by calling our Customer Relations department. You must destroy all cards and account access checks, cancel all preauthorized billing arrangements, and cease using your account. If you do not cancel preauthorized billing arrangements, we will consider receipt of a change your authorization to reopen your account. Additionally, your account will not be closed until you pay all amounts you owe us including: any transactions you have authorized, finance charges, late payment fees, overlimit fees, returned check fees, cash advance fees and any other fees assessed to your account. You are responsible for these amounts whether they appear on your account at the time you request to close the account or they are incurred subsequent to your request to close the account. This may result in charges appearing on your account after you have requested the account to be closed or the reopening of your account if it has already been closed. For example, if you authorized a purchase from a merchant and we receive the transaction from the merchant after your account has been closed, your account will be reopened, the amount of the charge will be added to your account, and you will be responsible for payment. If there is a membership fee for your account, the fee will continue to be charged, to the extent permitted by law, until the account balance has been paid in full as defined above.

If you want to stop an authorized user's access to your account, you must call our Customer Relations department and destroy the user's card (if any) and any account access checks he or she may have. If you are unable to destroy that person's card and account access checks, and you call our Customer Relations department to close your account, your account will be closed and both you and the joint cardholder, if any, may apply for a new account. If we close the account, you and the joint cardholder, if any, will still be liable, individually and together, for all amounts charged to your account.

If We Cancel Your Account or Suspend Credit Privileges. We may at any time, with or without cause and with or without advance notice, terminate this

Agreement without losing them.

Changes in Terms. We may amend or change any part of your Agreement, including the periodic rates and other charges, or add or remove requirements (including adding new requirements of the same or a different nature as the existing requirements in this Agreement) at any time. If we do so, we will give you notice if required by law of such amendment or change. Notice will be mailed to the last billing address indicated in our records. (However, no notice will be mailed if we previously had notified you that your account would be subject to such amendment or change without notice.) Changes to the annual percentage rate(s) will apply to your account balance from the effective date of the change, whether or not the account balance included items billed to the account before the change date and whether or not you continue to use the account. Changes to fees and other charges will apply to your account from the effective date of the change.

Applicable Law. This Agreement will be governed by Virginia law and Federal law.

Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provisions.

Lost or Stolen Cards or Account Access Checks. If your cards or account access checks are lost or stolen or if someone else may be using them without your permission, notify us at once by calling the telephone number shown on the front of your periodic statements. You will not be liable in any amount for unauthorized use of your cards or account access checks.

Your Billing Address. You agree to give us written notice of any change in your billing address at least 10 days before the change. Changes may be written in the space provided on the remittance coupon portion of your periodic statement or may be sent to the following address: Capital One, P.O. Box 85015, Richmond, VA 23285-5015. If your account is a joint account or if more than one person is permitted to use it, you agree that all notices regarding the account may be sent solely to the address shown on our billing records.

Communications. We may call you (using live operators, automatic dialing devices, or recorded messages) at home or work and those calls will not be considered unsolicited. We may monitor or record any calls we make or receive. We may release information to others regarding the status or history of your account as is more fully discussed in the Capital One privacy policy, a copy of which has been provided to you. We may make inquiries of third parties in connection with maintaining and collecting your account, and you authorize such third parties to release information about you to us.

Cardholder Benefits. Cardholder benefits may be changed or terminated without notice. The benefits may be provided by third parties; we are not liable for such benefits or for the actions or omissions of the third parties.

U.S. Currency. If you make a purchase or cash advance in foreign currency, the transaction will be converted into U.S. dollars using Visa or MasterCard regulations and conversion procedures in effect at the time. Visa or MasterCard may increase the conversion rate and keep this increased amount. The rate in effect on the conversion date may differ from the rate used on the transaction date.

ARBITRATION:

You and we agree that either you or we may, at either party's sole election, require that any Claim (as defined below) be resolved by binding arbitration.

IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, INCLUDING THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION. THE FEES ASSOCIATED WITH ARBITRATION MAY BE HIGHER THAN THE FEES ASSOCIATED WITH COURT PROCEEDINGS.

Special Definitions for this Arbitration Provision. For the purposes of this arbitration provision ("Arbitration Provision"), the following definitions shall apply in addition to the definitions set forth in this Customer Agreement ("Agreement"):

"We," "us" and "our" mean the owner of your account (Capital One Bank or Capital One, F.S.B.), its parent, and their direct and indirect subsidiaries and affiliates, as well as all of their respective employees, officers, directors, licensees, predecessors, successors, and assigns.

"Claim" means any claim, controversy, or dispute of any kind or nature between you and us.

A. This definition includes, without limitation, any Claim that in any way arises from or relates to:

- this Agreement and any of its terms (including any prior agreements between you and us or between you and any other entity from which we acquired your account)
- this Arbitration Provision (including whether any Claim is subject to arbitration)
- the establishment, operation, or termination of your account
- any disclosures, advertisements, promotions, or other communications relating to your account, whether they occurred before or after your account was opened
- any transactions or attempted transactions involving your account
- any billing or collections matters relating to your account
- any posting of transactions (including payments or credits) to your account
- any goods or services charged to your account
- any fees, interest, or other charges assessed to your account, or their calculation
- any products, services, or benefits programs related to or offered in connection with your account (including any insurance, debt cancellation, or extended service contracts and any programs, rebates, rewards, sweepstakes, memberships, discounts, or coupons) whether or not we offered, introduced, sold, or provided them
- our receipt, use, or disclosure of any information about you or your account
- any other matters relating to your account or your relationship with us.

B. This definition also includes, without limitation, any Claim:

- regardless of how or when it is brought (for example, as an initial claim, counterclaim, cross-claim, interpleading, or third-party claim)
- based on any theory of relief or damages (including money damages and any form of specific performance or injunctive, declaratory, or other equitable relief)
- based on any theory of law or equity (including contract, tort, fraud, constitution, statute, regulation, ordinance, or wrongful acts or omissions of any type, whether negligent, reckless, or intentional)
- made by you or by anyone connected with you or claiming through or for you (including a co-applicant or authorized user of your account, your agent, your representative, your heirs, or a trustee in bankruptcy)

• for which we may be directly or indirectly liable under any theory, including respondeat superior or agency (even if we are not properly named at the time the Claim is made)

• now in existence or that may arise in the future, regardless of when the facts and circumstances that give rise to the Claim occurred or when the Claim accrued

• made as part of a class action, private attorney general action, or other representative or collective action, which Claim shall proceed on an individual basis as set forth more fully in this Arbitration Provision.

Arbitration Administrators. One of the following arbitration administrators ("Administrator" or, collectively, "Administrators") will administer the arbitration:

JAMS	American Arbitration Ass'n	National Arbitration Forum
1920 Main St., Ste. 300	335 Madison Ave., Floor 10	P.O. Box 50191
Irvine, CA 92610	New York, NY 10017-4605	Minneapolis, MN 55405
www.jamsadr.com	www.adr.org	www.arbitration-forum.com

You may contact any of the Administrators to obtain information about arbitration, arbitration rules and procedures, fee schedules, and claim forms.

Election and Initiation of Arbitration. You or we may elect arbitration under this Arbitration Provision with respect to any Claim, even if the Claim is part of a lawsuit brought in court. You or we may make a motion or request in court to compel arbitration of any Claim brought as part of any lawsuit. We will not elect or initiate arbitration of any Claim brought in a small claims court (or the equivalent), so long as the Claim remains in that court, is made solely on behalf of an individual or joint account holder, and is not made as part of a class action, private attorney general action, or other representative or collective action.

You and we must follow the rules of the Administrators to initiate arbitration. If you initiate arbitration, you may choose one of the Administrators, and you must mail us any notice required by the Administrator to P.O. Box 85550, Richmond, VA 23285-5550. If we initiate arbitration, we will choose one of the Administrators, and we will mail you any notice required by the Administrator to your last-known billing address. If we have initiated arbitration, we will change the Administrator at your request if you notify us in writing at the above address within fifteen days of the date of any notice we send you of our initiation of arbitration.

Procedures and Law Applicable in Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA"). Questions about whether any Claim is subject to arbitration shall be resolved by interpreting this Arbitration Provision in the broadest way it may be enforced, consistent with the FAA and the terms of this Arbitration Provision. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award any damages or other relief permitted by applicable substantive law, but the award shall determine the rights and obligations of only the named parties and only with respect to the Claims in arbitration. The rules and procedures of the Administrator, which you may obtain from the Administrator, shall govern the arbitration unless they conflict with this Arbitration Provision, in which case this Arbitration Provision will apply. The arbitrator will not be bound by, and this Arbitration Provision shall not be subject to, the federal, state, or local rules of procedure and evidence that would apply in any court, or to state or local laws that relate to arbitration proceedings. You or we may have a hearing in arbitration. Any arbitration hearing that you attend in person will take place at a location in the federal judicial district that includes your last-known billing address or at some other place upon which you and we agree. You or we may be represented by counsel. If you or we request, the arbitrator will honor claims of privilege recognized under applicable law and will use best efforts to protect confidential information (including through the use of protective orders). The arbitrator will make any award in writing and, at the timely request of either party, will provide a written statement of reasons for the award.

Costs. The party initiating arbitration will pay the initial filing fee. You may seek a waiver of the initial filing fee or any of the Administrator's other fees (collectively, "Administrator's Fees") under any applicable rules of the Administrator. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of the Administrator's Fees. We also will pay or reimburse you for all or part of the Administrator's Fees if the arbitrator determines there is good reason for us to do so. We will pay any fees and costs we are required to pay by law. Otherwise, and except as provided in this Agreement, you and we will bear all of our respective fees and costs (including the Administrator's fees and the fees and costs relating to attorneys, experts, and witnesses), regardless of who prevails. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner.

No Consolidation or Joinder of Parties. The arbitration of any Claim must proceed on an individual basis, even if the Claim has been asserted in a court as a class action, private attorney general action, or other representative or collective action. Unless all parties consent, neither you nor we may join, consolidate, or otherwise bring Claims related to two or more accounts, individuals, or account holders in the same arbitration. Also, unless all parties consent, neither you nor we may pursue a class action, private attorney general action, or other representative or collective action in arbitration, nor may you or we pursue such actions in Court if any party has elected arbitration. You will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim as to which arbitration has been elected.

Judgment, Enforcement, Finality, and Appeal. The arbitrator's decision will be final and binding after fifteen days unless you or we seek an appeal of the award by making a written request to the Administrator. The appeal panel, which will consist of three arbitrators, will consider all factual and legal issues anew, will conduct the appeal in the same manner as the initial arbitration, and will make decisions based on the vote of the majority. The panel's decision will be final and binding. Any final decision of the arbitrator or of the appeal panel is subject to judicial review only as set forth under the FAA. An award in arbitration will be enforceable under the FAA by any court having jurisdiction.

Miscellaneous, Waiver, Severability, Survival. If you or we do not elect arbitration or otherwise enforce this Arbitration Provision in connection with any particular Claim, you or we will not waive any rights to require arbitration in connection with that or any other Claim. This Arbitration Provision shall survive: (i) suspension, termination, revocation, closure, or changes of this Agreement, your account, and your relationship with us; (ii) the bankruptcy or insolvency of any party; and (iii) any transfer of your account, or any amounts owed on your account, to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event of a conflict or inconsistency between this Arbitration Provision and the other provisions of this Agreement or any prior agreement, this Arbitration Provision shall govern.