## CAREBLUE CREDIT ACCOUNT AGREEMENT

## **SECTION I: CREDIT AGREEMENT AND ACCOUNT TYPE**

#### **About the Credit Account Agreement**

This Agreement. This is an Agreement between you and CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824, for your credit account. By opening or using your account you agree to the terms of the entire Agreement. The entire Agreement includes the CareBlue Credit Account Agreement Summary, the Truth-In-Lending Disclosure Statement, Transaction History and Estimated Payment Schedule, the six sections of this document and the electronic application submitted in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to the accountholder named on the Agreement and you are responsible for paying the full amount due. CareBlue PracticeAdvance, LLC is your counterparty to this Agreement and may be referred to as "we", "us", "our", or "CareBlue". The healthcare provider specified as the originating lender on the Credit Account Agreement Summary Page (page 1) may elect to directly process payments against the outstanding balance under the terms specified herein.

Account Type. This Account Agreement charges fixed interest and requires fixed monthly payments until paid in full. The minimum monthly payment shown on your billing statement will include the fixed monthly payment, and you must make the minimum payment each period to keep your account current. You have the option of paying more than the required minimum monthly payment.

Credit Reports and Verification of Identify. Federal law allows CareBlue to obtain, verify and record information that identifies you when you open an account. CareBlue will use your name, address, date of birth, and other Information for this purpose. As part of this agreement, you authorize CareBlue or our agents to obtain information from others (including requesting reports from consumer reporting agencies and other sources). We may use the credit report for any purpose that would be authorized by applicable law in connection with a credit transaction involving you and involving the extension of credit to you or review or collection of your account, including but not limited to (i) for authentication purposes, to make sure you are who you say you are, (ii) to make credit decisions; (iii) to administer the sale of any Notes associated with your loan or the sale of your loan in its entirety; (iv) to determine how much debt you currently have, in order to determine your debt-to-income ratio, (v) to obtain your credit score and assign you a CareBlue Rating based in part on that score, (vi) to obtain and display information and characteristics from your credit report from one or more consumer credit reporting agencies, and (vii) to obtain and furnish certain information and characteristics from your credit report from one or more consumer credit reporting agencies at any time or times that a Note corresponding to your loan is offered for sale by investors holding such Notes. Information from your credit report will be displayed on the CareBlue website with your listing. You authorize us to verify information in your credit report and your listing, and you agree that CareBlue or its agents may contact third parties without further notice to you to verify any such information. We may obtain your credit report at any other time in our sole discretion, including in connection with loan servicing or collection.

Borrower Payment Dependent Notes. Each CareBlue Account Agreement has a corresponding Borrower Payment Dependent Note ("Promissory Note" or "Note"), which is attached to this Agreement as Exhibit A. Notes may be listed for purchase by any third party, the payments of which are dependent on the payments you many on this loan. Regardless if the loan is sold to or by CareBlue, CareBlue or its agents will continue to service the loan unless other notice is given. You authorize and agree that we may include any information from the credit report we obtain pursuant to the section above in listing this loan for sale, including but not limited to the following information:

- (i) Your CareBlue Rating, which is calculated by us but based on information from your credit report;
- (ii) Your debt-to-income ratio, expressed as a percentage, reflecting the ratio between the amount of your monthly non-mortgage debt, as compared to the amount of monthly income that you indicated when completing your listing;
- (iii) Whether you own a home;
- (iv) The number of accounts on which you are currently late on a payment;

- (v) The total past-due amount you owe on all delinquent and charged-off accounts;
- (vi) The number of 90+ days past due delinquencies on your credit report;
- (vii) The number of negative public records (e.g., bankruptcies, liens, and judgments) on your credit report over the last 12 months, and over the last 10 years;
- (viii) The month and year the oldest account on your credit report (e.g., revolving, installment, or mortgage credit) was opened;
- (ix) The total number of credit lines appearing on your credit report, along with the number that are open and current:
- (x) The total balance on all of your open revolving credit lines;
- (xi) Your bankcard utilization ratio, expressed as a percentage, reflecting the ratio of the total balance used, to the aggregate credit limit on, all of your open bankcards; and
- (xii) The number of inquiries made by creditors to your credit report in the last six months.

In addition, you authorize and agree that we may display any of the above information in a listing for resale of a Note corresponding to your loan, and that we may display updated information from your credit report, as well as information about the payment history and status of your loan, in any such listing. Listings may also include any information we ask you to provide, including, without limitation, your self-reported occupation, employment status and range of income. You authorize us to verify your residence, income, employment and any other information you provide in connection with a listing, and you agree that we may contact third parties to verify information you provide. Any such listing will not include (i) any personally identifiable information, including, without limitation, your name, address, phone number, email address, Social Security number, driver's license number, bank account number or credit card number, and (ii) any information that reveals your race, color, religion, national origin, sex, marital status, age, sexual orientation, military status, source of income, or plans for having a family.

Agreement Changes. CareBlue has the right to change, add or delete any term or provision of this Agreement, including default interest rates, fees and charges. CareBlue will give you notice of material changes to this Agreement in the manner set forth herein. You authorize us to correct obvious clerical errors appearing in information you provide to us, without notice to you, although we expressly undertake no obligation to identify or correct such errors.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement

## **SECTION II: RATES, FEES AND PAYMENT INFORMATION**

### How We Will Calculate Your Balance

We use a method called "daily balance". See below for more details on how this works.

- 1. How to get the daily balance: We take the starting balance each day, add any new charges and lees, and subtract any payments or credits. This gives us the daily balance. Debt cancellation fees, if any, and late payment lees are treated as new purchases.
- 2. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies.
- 3. How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1.
- 4. How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle for each balance type.

# **Automatic Payments**

Your due date is at least 21 days after the close of each billing cycle. Unless prohibited by law, the minimum required payment for each billing cycle will be automatically debited from your checking account. During the application process, you provided your bank account information to facilitate transfers of funds to and from your bank account. You agree to make your loan payments by automated withdrawals from your designated account, or by manual payments you initiate from your designated account. Your loan payments will be made by the payment method you choose. As an option of convenience, you may elect to pay your monthly payment using a non-standard payment method, such as by bank wire or credit card for an additional fee of 2.75% of the payment amount. If you choose to pay an alternate non-standard payment method, a checking account must be provided as a backup funding source, which will be charged in the case that an authorization cannot be obtained for the schedule payment amount. You may schedule automatic payments for any day before the billing cycle's due date and for any amount equal or greater than the minimum payment. CareBlue or its

agents will act as the servicer for this loan you, and all communications regarding your loan must be made to CareBlue or its agents.

#### **Authorization to Debit Account**

You hereby authorize CareBlue, its parent, affiliates and their assignees to initiate, depending on the payment method you select, a single or recurring electronic debit entry/entries to my designated checking or savings account ("Account") at my designated financial institution ("Financial Institution") for which I am an authorized user, as well as any Account or Financial Institution I later designate, for payment of the monthly payment(s) on my loan. I acknowledge that the origination of electronic debits to my Account must be permitted by my Financial Institution, which must be located in the United States.

If you select preauthorized electronic fund transfers as your payment method you agree: THE AMOUNT DEBITED FROM THE ACCOUNT EACH MONTH WILL BE THE LESSER OF MY OUTSTANDING LOAN BALANCE AND THE PAYMENT LISTED ON THE TRUTH IN LENDING STATEMENT ("TIL"). THE PAYMENT WILL BE DEBITED EACH MONTH ON THE DUE DATE LISTED ON THE TIL OR AN EARLIER DATE THAT I SELECT; HOWEVER, IF THE DUE DATE OCCURS ON A WEEKEND OR HOLIDAY, THE ACCOUNT MAY BE DEBITED THE NEXT BUSINESS DAY AT THE DISCRETION OF CAREBLUE. I UNDERSTAND THAT MY FINAL PAYMENT WILL VARY FROM THE AMOUNT STATED ON THE TIL IF CAREBLUE ELECTS TO DEBIT ANY ADDITIONAL UNPAID PRINCIPAL, INTEREST, CHARGES AND/OR FEES. I UNDERSTAND THAT I MUST PAY ALL OUTSTANDING AMOUNTS EVEN IF NOT DEBITED BY CAREBLUE.

If your select a one-time electronic fund transfer followed by manual payments as your payment method you agree: THE AMOUNT DEBITED FROM MY ACCOUNT ON THE DUE DATE OF MY FIRST PAYMENT WILL BE MY MONTHLY PAYMENT AMOUNT, AS LISTED ON THE TIL. HOWEVER, IF THE DUE DATE OCCURS ON A WEEKEND OR HOLIDAY, THE ACCOUNT MAY BE DEBITED THE NEXT BUSINESS DAY AT THE DISCRETION OF CAREBLUE.

You understand that your authorization will remain in full force and effect until CareBlue has received oral or written notification from you at least 3 business days prior to your scheduled transfer to terminate this authorization.

## **Minimum Payment Calculation**

Your total minimum payment is calculated as follows. The greater of either the minimum monthly payment as specified on the CareBlue Credit Account Agreement Summary (page 1), or the sum of 3.25% of the new balance shown on your billing statement plus interest, late payment fees and returned payment fees charged in the current billing cycle, and any past due amounts. Your total minimum payment will never be more than your new balance.

## When We Charge Interest

We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. If you are charged interest, the charge will be no less than \$2. We will not charge you interest during a billing cycle if you had no balance at the start of the billing cycle, or you had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle.

## How We Calculate Interest

We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. Your standard APR is 14.9% for the term of this agreement. The default APR is 28.9%, and will automatically be applied at the start of the cycle after the second late payment. These rates are also listed on the Truth-In-Lending page of this agreement. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.

#### **Penalty Fees**

A late payment Fee may be applied if we do not receive the total minimum payment due on your account by 11 p.m. (ET) on the due date. This fee is equal to \$25 if you have paid your total minimum payment due by the due date in each of the prior six billing cycles, or \$35 if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles. The late payment fee will not be more than the total minimum payment that was due.

A returned payment fee may be applied if any check, other instrument, or electronic payment authorization you provide us in payment on your account, is not honored upon first presentment. We will charge this fee even if the check, instrument or electronic authorization is later honored. This fee is equal to \$25 if your payments have been honored in each of the prior six billing cycles, or \$35 if any payment has been dishonored upon first presentment in any one or more of the prior six billing cycles. The returned payment fee will not be more than the total minimum payment that was due.

#### SECTION III: STANDARD PROVISIONS OF THE CAREBLUE CREDIT ACCOUNT AGREEMENT

#### **How and When to Make Payments**

When Payments Are Due. You must pay at least the total minimum payment due on your account by 11 pm (ET) on the due date of each billing cycle. Payments received after 11 pm (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to Interest, earlier payment may reduce the amount of interest you will pay.

Payment Options. You can pay by mail or online at www.mycareblue.com. We may allow you to make payments over the phone but we will charge you a fee to make expedited phone payments. Your payment must be made in U S. dollars by physical or electronic check, money order or a Similar Instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement and our publically available billing terms may also explain how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to your balance.

## **Information About You**

Using and Sharing Your Information. When you applied for an account, you gave us, providers that also originate CareBlue Credit Accounts and program sponsors information about yourself that we could share with each other. Providers that originate CareBlue Credit Accounts and program sponsors (and their respective affiliates) will use the information In connection with the credit program and for things like creating and updating their records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you at the address or phone number in our records until we update our records with your new address or phone number.

Consent to Communications. You consent to us contacting you using all channels of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any other owner or servicer of your account contacting you using any communication channel. This may include text messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carriers when we contact you.

Telephone Monitoring. To ensure quality, you allow us to listen and record telephone conversations between you and us.

## Important Information About Your Account

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling the phone number listed on your billing statement for billing inquiries. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. In the event you do not make your loan payments on time, CareBlue or any subsequent owner of the loan will have all remedies authorized or permitted by the Promissory Note and applicable law. In addition, if you fail to make timely payments on your loan, your loan may be referred to a collection agency for collection. CareBlue or its agents may report loan payment delinquencies in excess of thirty (30) days to one or more credit reporting agencies in accordance with applicable law. Late payments, missed payments, or other defaults on your account may then be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request that you pay the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do If you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

#### Important Information About This Agreement

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of New Jersey without regard to its conflicts of law principles. This Agreement has been accepted by us in New Jersey.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

Electronic Transactions. This Agreement includes your express consent to electronic transactions and disclosures, which consent is set forth in the section entitled "Consent to Doing Business Electronically" as disclosed in our Terms of Use on our website, the terms and conditions of which are expressly incorporated herein in their entirety. You expressly agree that each of (a) this Agreement and (b) any Promissory Note in the form set forth on the attached Exhibit A that we sign on your behalf, may comprise a "transferable record" for all purposes under the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transactions Act.

Power of Attorney and Note Registrar. You hereby authorize CareBlue to act as your Attorney-in-Fact to execute a Promissory Note in the form set forth on the attached Exhibit A on your behalf. You further appoint CareBlue as your authorized agent (in such capacity the "Note Registrar") to maintain a book-entry system (the "Register") identifying the owners of such Promissory Note and the owners' addresses and payment instructions. The person or persons identified as owners of such Promissory Note in the Register shall be deemed to be the owner(s) of the Promissory Note for purposes of receiving payment of principal and interest on such Promissory Note and for all other purposes. Any transfer of such Promissory Note shall be effective only upon being recorded in the Register. The Note Registrar may retain the services of another party to fulfill its duties as Note Registrar. The Note Registrar's recordkeeping obligations will be unaffected by any transfers of the Promissory Note.

Resolving a Dispute with Arbitration

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER

A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

## What claims are subject to arbitration:

- 1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or providers that accept the card or program sponsors if it relates to your account, except as noted below.
- 2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
- 3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation. the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.

No Class Actions. YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATIORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.

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. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.

#### How to start an arbitration, and the arbitration process:

- 1. The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select an arbitration administrator, which can be either the American Arbitration Association (AAA), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, (800) 778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com. (800) 352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.
- 2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
- 3. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. Once appointed, the arbitrator must apply the same law and legal principles. consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflicts with this Agreement, this Agreement will control.
- 4. The arbitration will take place by phone or at a reasonably convenient location. Il you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

Governing Law for Arbitration. This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). New Jersey law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision 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.

How to reject Arbitration terms. You may reject the Arbitration sections of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject these terms, you must send us a notice within 60 days after you open your account or we first provided you with your right to reject this section. The notice must include your name,

address and account number, and must be mailed to CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824. This is the only way you can reject this section.

Your signature on the application or sales slip (or online screen) for the Initial purchase balance approved on this account represents your signature on this Agreement. It is incorporated here by reference.

#### SECTION IV: OTHER IMPORTANT INFORMATION OF THIS AGREEMENT

#### STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for separate credit accounts.

NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer reporting agency. This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

TENNESSEE RESIDENTS: This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

WISCONSIN RESIDENTS: No provision or a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., adversely affects the interest or the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse If the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824.

We have signed this Agreement as follows:

Mark Sapnar Managing Officer

CareBlue PracticeAdvance, LLC

## **SECTION V: YOUR BILLING RIGHTS SUMMARY**

This following sections tell you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement:

If you think there is an error on your statement, write to us at CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824. In your letter, give us the following information: Your name and account number, the dollar amount of the suspected error, and a description of what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter. When we receive your letter, we must do two things:

- 1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- 2. Within 90 days of receiving your letter, 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.

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 write to us within 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 manner has been settled between us. If we do not follow all or 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 Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit account, and you have tried in good faith to correct the problem with the provider, you man have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- 1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- 2. You must have used your credit account for the purchase.
- 3. 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, contact us in writing at: CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824.

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.

## **SECTION VI: PRIVACY POLICY**

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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and payment history
- Credit history and credit scores

All financial companies need to share customers' 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 CareBlue chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information:

- For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus
- For our marketing purposes- to offer our products and services to you
- For joint marketing with other financial companies
- For our affiliates' everyday business purposes- information about your transactions and experiences
- For our affiliates' everyday business purposes- information about your creditworthiness
- For our affiliates to market to you
- For non-affiliates to market to you

## To limit our sharing:

Please write to us at CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824, and state that you would like us to limit the sharing of your personal information. Within 10 business days of receipt, the information required by law will be kept private.

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.

How does CareBlue protect my personal 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 CareBlue collect my personal information?

We collect your personal information, for example, when you

- Open an account or give us your contact information
- Provide account information or pay your bills
- Use your credit account

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes-information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

## **Definitions**

Affiliates. Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies with a CareBlue or the BlueCredit name; financial companies such as CareBlue PracticeAdvance, LLC; and nonfinancial companies, such as IT Mobility, Inc.

Non-affiliates. Companies not related by common ownership or control. They can be financial and nonfinancial companies. Non-affiliates we share with can include direct marketing companies and the providers who accept the CareBlue Credit Account.

Joint marketing. A formal agreement between non-affiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance companies, credit data companies and other financial services organizations.

Other important information. We follow state law if state law provides you with additional privacy protections. For instance, if (and while) your billing address is in Vermont, we will treat your account as if you had exercised the opt-out choice described above and you do not need to contact us to opt out. If you move from Vermont and you wish to restrict us from sharing information about you as provided in this notice, you must then contact us to exercise your opt-out choice.

Please keep in mind that, as permitted by federal law, we share information about you with providers that accept the CareBlue Credit Account and program sponsors in connection with maintaining and servicing the CareBlue credit programs, including for providers that accept the CareBlue Credit Account and program sponsors to market to you. If you opt out of sharing with non-affifiates, your opt out will not prohibit us from sharing your information with providers that accept CareBlue Credit Accounts and program sponsors.

The above notice applies only to the CareBlue Credit Accounts covered by the attached CareBlue Credit Account Agreement and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

For helpful information about identity theft, visit the Federal Trade Commission's (FTC) consumer website at http://www.ftc.gov/idtheft.

# **EXHIBIT A**Promissory Note

Loan ID:
Borrower Name and Address:
1. Promise to Pay. In return for a loan I have received, I promise to pay CareBlue ("you") the principal sum of Dollars (\$), together with interest thereon commencing on the date of origination at the rate of percent (%) per annum simple interest. I understand that references in this Promissory Note ("Note") to you shall also include any person to whom you transfer this Note.
2. Payments. I will pay the principal, interest, and any late charges or other fees on this Note when due. Note is payable in monthly installments of \$ each, consisting of principal and interest, commencing on the day of, and continuing until the final payment date of, which is the maturity date of this Note. Because of the daily accrual of interest on my loan and the effect of rounding, my final payment may be more or less than my regular payment. My final payment shall consist of the then remaining principal, unpaid accrued interest and other charges due under this Note. All payments will be applied first to any unpaid fees incurred as a result of failed payments, as provided in Paragraph 11; then to any charges for making payments other than as provided in this Note; then to any late charges then due; then to any interest then due; and then to principal. No unpaid interest or charges will be added to principal. I further acknowledge that, if I make my payments after the scheduled due date, or incur a charge/fee, this Note will not amortize as originally scheduled, which may result in a substantially higher final payment amount.
3. Interest. Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest under thi Note will accrue daily, on the basis of a 365-day year. The interest rate I will pay will be the rate I will pay both before and after any default.
4. Late Charge. If the full amount of any monthly payment is not made by the end of fifteen (15) calendar days after its due date, I will pay you a late charge of the greater of \$25 if I have paid my total minimum payment due by the due date in each of the prior six billing cycles, or \$35 if I have failed to pay my total minimum payment due by the due date in any one or more of the prior six billing cycles, or 5.00% of the late payment. I will pay this late charge when it is assessed but only once on each late payment.
5. Waiver of Defenses; Exception to Waiver. Except as otherwise provided in this Note, you are not responsible or liable to me for the quality, safety, legality, or any other aspect of any property or services purchased with the proceeds of my loan. If I have a dispute with any person from whom I have purchased such property or services, I agree to settle the dispute directly with that person.
I further certify that, to my knowledge, the proceeds of my loan will not be applied in whole or part to purchase property or services from any person to whom any interest in this Note may be assigned. If, notwithstanding the preceding sentence, any person from whom I have purchased such property acquires any interest in this Note, then Paragraph 5 wil not apply to the extent of that person's interest, even if that person later assigns that person's interest to another person
6. Certification. I certify that the proceeds of my loan will not be applied in whole or in part to postsecondary educational expenses (i.e., tuition, fees, required equipment or supplies, or room and board) at a college/university/vocational school as the term "postsecondary educational expenses" is defined in Bureau of Consumer Financial Protection Regulation Z, 12 C.F.R. § 1026.46(b)(3).

7. Method of Payment. You will pay the principal, interest, and any late charges or other fees on this Note when due. Those amounts are called "payments," "monthly payments," "monthly installments," or "monthly installment payments" in this Note. To ensure that my payments are processed in a timely and efficient manner, you have given me the choice of

making my monthly payments (i) by automated withdrawal from an account that I designate using an automated clearinghouse (ACH) or other electronic fund transfer (EFT) in the manner described in the debit authorization I execute,

or (ii) by manually scheduled one-time withdrawals from an account that I designate using an ACH or other electronic fund transfer, made by logging onto my account on the CareBlue website (www.mycareblue.com) or by calling CareBlue at (866) 220-2500, with my first payment being scheduled during the application process; and I have chosen one of these methods.

I also understand that I may pay my monthly payments by check. If I have chosen to pay by check by calling CareBlue at (866) 220-2500 and arranging such method of payment, I will make the check payable to CareBlue PracticeAdvance LLC and send the payment check to CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824 in a manner so as to ensure it is received with sufficient time to process prior to my scheduled payment due date. To ensure efficient processing of my check, I will reference my loan number on the check. I also understand that non-standard payment methods, such as by bank wire or credit card, may be made available as an option of convenience for an additional fee of 2.75% of the payment amount. If I choose to pay by a non-standard payment method, I understand and agree that an ACH or EFT will be processed against the payment method described in the debit authorization I execute in the case that an authorization cannot be obtained for the schedule payment amount.

I recognize that if I have automated withdrawal enabled, it is my responsibility to ensure that all amounts I owe are paid when due, even if not debited from my account.

If I close my account or if my account changes or is otherwise inaccessible such that you are unable to withdraw my payments from that account or process my check, I will notify you at least three (3) business days prior to any such closure, change or inaccessibility of my account, and authorize you to withdraw my payments, or I will provide a check, from another account that I designate.

With regard to payments made by automatic withdrawals from my account, I have the right to (i) stop payment of a preauthorized automatic withdrawal, or (ii) revoke my prior authorization for automatic withdrawals with regard to all further payments under this Note, by notifying the financial institution where my account is held, orally or in writing at least three (3) business days before the scheduled date of the transfer. I agree to notify you orally or in writing, at least three (3) business days before the scheduled date of the transfer, of the exercise of my right to stop a payment or to revoke my prior authorization for further automatic withdrawals.

- 8. Default and Remedies. If I fail to make any payment when due in the manner required by Paragraph 7, I will be delinquent. If I (a) am delinquent, (b) file or have instituted against me a bankruptcy or insolvency proceeding or make any assignment for the benefit of creditors, or (c) in the event of my death, you may in your sole discretion deem me in default and accelerate the maturity of this Note and declare all principal, interest and other charges due under this Note immediately due and payable. If you deem me in default due to delinquency and if you exercise the remedy of acceleration, you will give me at least thirty (30) days prior notice of acceleration.
- 9. Prepayments. I may prepay this Note in full or in part at any time without penalty. I acknowledge that partial prepayments will not change the due date or amount of my monthly payment.
- 10. Waivers. You may accept late payments or partial payments, even though marked "paid in full," without losing any rights under this Note, and you may delay enforcing any of your rights under this Note without losing them. You do not have to (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), or (c) obtain an official certification of nonpayment (known as "protest"). I hereby waive presentment, notice of dishonor and protest. Even if, at a time when I am in default, you do not require me to pay immediately in full as described above, you will still have the right to do so if I am in default at a later time. Neither your failure to exercise any of your rights, nor your delay in enforcing or exercising any of your rights, will waive those rights. Furthermore, if you waive any right under this Note on one occasion, that waiver will not operate as a waiver as to any other occasion.
- 11. Insufficient Funds Charge. If I attempt to make a payment, whether by automated withdrawal from my designated account or by other means, and the payment cannot be made due to (i) insufficient funds in my account, (ii) the closure, change or inaccessibility of my account without my having notified you as provided in Paragraph 7, or (iii) for any other

reason (other than an error by you), I will pay you an additional fee of \$25 if I have had no returned payments in each of the prior six billing cycles, or \$35 if I have one or more returned payment in any one or more of the prior six billing cycles, for each returned or failed automated withdrawal or other item, unless prohibited by applicable law. I will pay this fee when it is assessed.

- 12. Attorneys' Fees. To the extent permitted by law, I am liable to you for your legal costs if you refer collection of my loan to a lawyer who is not your salaried employee. These costs may include reasonable attorneys' fees as well as costs and expenses of any legal action.
- 13. Loan Charges. If a law that applies to my loan and sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with my loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. You may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me.
- 14. Assignment. I may not assign any of my obligations under this Note without your written permission. You may assign this Note at any time without my permission. Unless prohibited by applicable law, you may do so without telling me. My obligations under this Note apply to all of my heirs and permitted assigns. Your rights under this Note apply to each of your successors and assigns.
- 15. Notices. All notices and other communications hereunder shall be given in writing and shall be deemed to have been duly given and effective (i) upon receipt, if delivered in person or by facsimile, email or other electronic transmission, or (ii) one day after deposit prepaid for overnight delivery with a national overnight express delivery service. Except as expressly provided otherwise in this Note, notices to me may be addressed to my registered email address or to my address set forth above unless I provide you with a different address for notice by giving notice pursuant to this Paragraph, and notices to you must be addressed to CareBlue at legal@careblue.com or CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824, Attention: Legal Department.
- 16. Governing Law. This Note is governed by federal law and, to the extent state law applies, the laws of New Jersey without regard to its conflicts of law principles.
- 17. Miscellaneous. No provision of this Note shall be modified or limited except by a written agreement signed by both you and me. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.
- 18. Arbitration. RESOLUTION OF DISPUTES: I HAVE READ THIS PROVISION CAREFULLY, AND UNDERSTAND THAT IT LIMITS MY RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ME. I UNDERSTAND THAT I HAVE THE RIGHT TO REJECT THIS PROVISION, AS PROVIDED IN PARAGRAPH (i) BELOW.
- (a) In this Resolution of Disputes provision:
- (i) "I," "me" and "my" mean the promisor under this Note, as well as any person claiming through such promisor;
- (ii) "You" and "your" mean CareBlue, any person servicing this Note for CareBlue, any subsequent holders of this Note or any interest in this Note, any person servicing this Note for such subsequent holder of this note, and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of them; and
- (iii) "Claim" means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to this Note or the relationship between you and me (including claims arising prior to or after the date of the Note, and claims that are currently the subject of purported class action litigation in which I am not a member of a certified class), and includes claims that are brought as counterclaims,

cross claims, third party claims or otherwise, as well as disputes about the validity or enforceability of this Note or the validity or enforceability of this Section

- (b) Any Claim shall be resolved, upon the election of either you or me, by binding arbitration administered by the American Arbitration Association or JAMS, under the applicable arbitration rules of the administrator in effect at the time a Claim is filed ("Rules"). Any arbitration under this arbitration agreement will take place on an individual basis; class arbitrations and class actions are not permitted. If I file a claim, I may choose the administrator; if you file a claim, you may choose the administrator, but you agree to change to the other permitted administrator at my request (assuming that the other administrator is available). I can obtain the Rules and other information about initiating arbitration by contacting the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019, (800) 778-7879, www.adr.org; or by contacting JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, (949) 224-1810, www.jamsadr.com. Your address for serving any arbitration demand or claim is CareBlue at legal@careblue.com or CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824, Attention: Legal Department.
- (c) Claims will be arbitrated by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years' experience. You agree not to invoke your right to elect arbitration of an individual Claim filed by me in a small claims or similar court (if any), so long as the Claim is pending on an individual basis only in such court.
- (d) You will pay all filing and administration fees charged by the administrator and arbitrator fees up to \$1,000, and you will consider my request to pay any additional arbitration costs. If an arbitrator issues an award in your favor, I will not be required to reimburse you for any fees you have previously paid to the administrator or for which you are responsible. If I receive an award from the arbitrator, you will reimburse me for any fees paid by me to the administrator or arbitrator. Each party shall bear its own attorney's, expert's and witness fees, which shall not be considered costs of arbitration; however, if a statute gives me the right to recover these fees, or fees paid to the administrator or arbitrator, then these statutory rights will apply in arbitration.
- (e) Any in-person arbitration hearing will be held in the city with the federal district court closest to my residence, or in such other location as you and we may mutually agree. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1-16, and, if requested by either party, provide written reasoned findings of fact and conclusions of law. The arbitrator shall have the power to award any relief authorized under applicable law. Any appropriate court may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding except that: (1) any party may exercise any appeal right under the FAA; and (2) any party may appeal any award relating to a claim for more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's cost, regardless of its outcome. However, you will consider any reasonable written request by me for you to bear the cost.
- (f) YOU AND I AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and I agree otherwise in writing, the arbitrator may not consolidate more than one person's claims. The arbitrator shall have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph (f) shall be determined exclusively by a court, and not by the administrator or any arbitrator.
- (g) If any portion of this Section 18 is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this section. However, if paragraph (f) of this Section 18 is deemed invalid or unenforceable in whole or in part, then this entire Section 18 shall be deemed invalid and unenforceable. The terms of this Section 18 will prevail if there is any conflict between the Rules and this section.
- (h) YOU AND I AGREE THAT, BY ENTERING INTO THIS NOTE, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND I ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO

CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN PARAGRAPH (e) OR UNDER THE FEDERAL ARBITRATION ACT).

- (i) I understand that I may reject the provisions of this Section 18, in which case neither you nor I will have the right to elect arbitration. Rejection of this Section 18 will not affect the remaining parts of this Note. To reject this Section 18, I must send you written notice of my rejection within 30 days after the date that this Note was made. I must include my name, address, and account number. The notice of rejection must be mailed to CareBlue PracticeAdvance, LLC, 700 N Valley Street, Suite B, PMB 18498, Anaheim, CA 92801-3824, Attention: Legal Department. This is the only way that I can reject this Section 18.
- (j) You and I acknowledge and agree that the arbitration agreement set forth in this Section 18 is made pursuant to a transaction involving interstate commerce, and thus the Federal Arbitration Act shall govern the interpretation and enforcement of this Section 18. This Section 18 shall survive the termination of this Note and the repayment of any or all amounts borrowed thereunder.
- 19. Electronic Transactions. THIS NOTE INCLUDES YOUR EXPRESS CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE PARAGRAPH ENTITLED "CONSENT TO DOING BUSINESS ELECTRONICALLY" AS DISCLOSED IN CAREBLUE'S TERMS OF USE ON MYCAREBLUE.COM, THE TERMS AND CONDITIONS OF WHICH ARE EXPRESSLY INCORPORATED HEREIN IN THEIR ENTIRETY. YOU EXPRESSLY AGREE THAT THIS NOTE MAY COMPRISE A "TRANSFERABLE RECORD" FOR ALL PURPOSES UNDER THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT AND THE UNIFORM ELECTRONIC TRANSACTIONS ACT.
- 20. Registration of Note Owners. I have appointed CareBlue PracticeAdvance, LLC as my authorized agent (in such capacity, the "Note Registrar") to maintain a book-entry system (the "Register") for recording the beneficial owners of interests in this Note (the "Note Owners"). The person or persons identified as the Note Owners in the Register shall be deemed to be the owner(s) of this Note for purposes of receiving payment of principal and interest on such Note and for all other purposes. With respect to any transfer by a Note Owner of its beneficial interest in this Note, the right to payment of principal and interest on this Note shall not be effective until the transfer is recorded in the Register.

#### 21. State Notices

## California Residents

Married registrants may apply for a separate account. As required by law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

#### **Iowa Residents**

NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

IMPORTANT: READ BEFORE SIGNING. The terms of this agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written contract may be legally enforced. I may change the terms of this agreement only by another written agreement.

## **Kansas Residents**

NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

### Missouri Residents

Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in

this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

#### Nebraska Residents

A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and me from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

#### **New Jersey Residents**

Because certain provisions of this Note are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

#### Ohio Residents

The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

#### **Utah Residents**

As required by Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

This Note is the final expression of the agreement between the parties and may not be contradicted by evidence of any alleged oral agreement.

#### Wisconsin Residents

No provision of a marital property agreement, a unilateral statement or a court decree adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

22. By signing this Note, I acknowledge that I (i) have read and understand all terms and conditions of this Note, (ii) agree to the terms set forth herein, and (iii) acknowledge receipt of a completely filled-in copy of this Note.

Wisconsin Residents: NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (b) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (c) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

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

By: CareBlue PracticeAdvance, LLC

Attorney-in-Fact for:

[Borrower]

CareBlue Promissory Note

(Signed Electronically)