

What is arbitration?	An alternative to court.	In arbitration, a third party ("Arbiter") resolves disputes informally. You, related third parties (including but not limited to OppLoans), and we waive the right to go to court. Such "parties" waive jury trials.
Is it different from court and jury trials?	Yes.	Any required hearing is private and less formal than court. Arbiters may limit pre-hearing fact finding, called "discovery". The decision is usually final. Courts rarely overturn Arbiters.
Who does the Clause cover?	You, Us, and Others.	This Clause governs you and us; your heirs; our successors, assigns, affiliates and controlling parties; and "related parties" who have provided services in connection with any loan to you, including OppLoans.
Which Claims are covered?	Almost All Claims.	This Clause governs all "Claims" of one party against another. In this Clause, the word "Claims" has the broadest reasonable meaning consistent with this Clause. It includes all claims even indirectly related to your application, the loan, this Note and your agreements with us. It includes claims related to information you previously gave us. It includes all past agreements. It includes extensions, renewals, refinancings or payment plans. It includes claims related to collections, privacy and customer information. However, it DOES NOT include claims related to the validity, enforceability, coverage or scope of this Clause. Those claims shall be determined by a court.
Are you waiving rights?	Yes.	You <u>wave</u> your rights to: 1. Have juries resolve Claims. 2. Have courts, other than small-claims courts, resolve Claims. 3. Bring Claims as a private attorney general or representative. 4. Have Claims decided in a class action.
Are you waiving class action and similar rights?	Yes.	<u>THIS CLAUSE DOES NOT ALLOW CLASS ACTIONS.</u> You <u>wave</u> your right to be in <u>a class action or a class arbitration</u> , either as a representative or a member. Only individual arbitration, or small-claims courts, will resolve Claims. You waive your right to bring representative Claims. <u>Unless reversed on appeal, if a court invalidates this waiver, the Clause will be void.</u>
Are you waiving your right to seek a public injunction?	Yes, if permitted under the FAA.	You also waive your right to seek a public injunction if such a waiver is permitted by the FAA. If a court decides that such a waiver is not permitted, and that decision is not reversed on appeal, your Claim for a public injunction will be decided in court and all other Claims will be decided in arbitration under this Clause. In such a case the parties will request that the court stay the Claim for a public injunction until the arbitration award regarding individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.
What law applies?	The FAA.	This transaction involves interstate commerce, so the FAA governs. The Arbiter must apply substantive law consistent with the FAA. The Arbiter must follow statutes of limitation and privilege rules.

How should you contact us?	By mail.	You must send any mail or notice regarding arbitration to Opploans at 130 E Randolph St, Suite 3400, Chicago, IL 60601, Attn. Arbitration Notice. You can call us at (855) 408-5000 or use certified mail to confirm receipt.
Can a small-claims court resolve any Claims?	Yes.	We will not require you to arbitrate a Claim you bring on an individual basis in small-claims court. However, if there is an appeal from small-claims court, or if a Claim changes so that the small-claims court loses the power to hear it, then the Claim will only be heard by an Arbiter.
Will this Clause continue to govern?	Yes, unless otherwise agreed.	The Clause stays effective unless the parties sign an agreement stating it doesn't. The Clause governs if you rescind the transaction. It governs if you default, renew, prepay or pay. It governs if the Note is discharged through bankruptcy. The Clause remains effective, despite a transaction's termination, amendment, expiration or performance.
Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Claim notice and work to resolve the Claim	Before starting a lawsuit or arbitration, the complaining party ("Claimant") must give the other party (the "Responding Party") written notice of the Claim. The notice must explain in reasonable detail the nature of the Claim and any supporting facts. You or an attorney you have personally hired must sign the notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as our written notice of a Claim. Once a Claim notice is sent, the Claimant must give the Responding Party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
Who manages arbitrations?	AAA, JAMS, or an agreed Arbiter.	The Claimant selects the company to manage the arbitration – either the American Arbitration Association ("AAA") (1-800-778-7879), www.adr.org , or JAMS (1-800-352-5267), www.jamsadr.com . The parties may also agree in writing to a local attorney, retired judge or Arbiter in good standing with another arbitration group. The Arbiter must arbitrate under AAA or JAMS consumer rules. You may get a copy of these rules from such group. Any rules that conflict with this Clause don't apply. If these options aren't available, a court may choose the Arbiter. Such Arbiter must enforce your agreements with us, as they are written.
How does a Claimant start an arbitration?	By following the arbitration company's rules.	To start an arbitration, the Claimant must follow the rules of the arbitration company the Claimant selects.
How is arbitration demanded?	By written notice or motion to compel arbitration.	To require arbitration, the Responding Party may mail the Claimant a demand to arbitrate or file a motion to compel arbitration. The Responding Party does not waive the right to require arbitration by bringing a different Claim against the Claimant in court. Once the Respondent demands arbitration, it is up to the Claimant to start an arbitration.
Will the hearing be held nearby?	Yes.	The Arbiter will order any hearing near your home.
What about appeals?	Appeals are limited.	The Arbiter's decision is generally final. However, if the amount in controversy exceeds \$ 10,000.00, a party may appeal the Arbiter's finding. Such appeal will be to a three-Arbiter panel from the same arbitration group. The appeal will be <u>de novo</u> and resolved by majority vote. The appealing party bears appeal costs, despite the outcome. Also, a party may appeal under the FAA. A party may file the Arbiter's award with the proper court.
Does an arbitration award affect other arbitrations?	No.	No arbitration award under this Agreement will affect any dispute involving any other party. No arbitration award under another party's agreement will affect any arbitration under this Agreement.

Arbitration Fees and Awards.		
Will we advance Arbitration Fees?	Yes.	We will advance the arbitration fees if you ask us to in good faith. This includes filing, administrative, hearing and Arbiter's fees.
When do we cover your attorneys' fees?	If you win.	We will cover your reasonable attorneys' fees and costs if you win.
Will you ever have to pay Arbitration Fees?	Sometimes, but only if you lose.	If the Arbiter awards you funds, you don't need to repay us the Arbitration Fees. Also, you don't need to repay us if the Arbiter decides it would be unfair to make you repay us. Unless you act in bad faith, you never have to repay us more than the amount of state court costs.
What happens if you win?	You could get more than the Arbiter awarded.	If you follow the steps set forth in response to the question "What must a party do before starting a lawsuit or arbitration?" and an Arbiter awards you more than our final settlement offer or we don't make a settlement offer, we will pay three amounts. We will pay (1) the award, excluding attorneys' fees and costs, plus (2) the "bonus payment", plus (3) the "attorney payment". The bonus payment is 10% of the award. The attorney payment is 110% of your reasonable attorneys' fees and costs.
Can an award be explained?	Yes.	A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing.
Other Options.		
If you don't want to arbitrate, can you opt-out of the Clause?	Yes. Within 60 days.	Write us within 60 calendar days of signing this Note to opt-out of this Clause via email at compliance@opploans.com or by mail to OppLoans, ATTN: Compliance Department, One Prudential Plaza, 130 E Randolph St, Suite 3400, Chicago, IL 60601. List your name, address, loan number and date. This is the only way you can opt out.