



Truth in Lending Disclosure

Loan ID:

BORROWER

CREDITOR

Celtic Bank

268 South State Street, Suite 300
Salt Lake City, UT 84111

Number of Payments – **3**

Amounts of Payments 1 through 2 – **\$108.73**

Amount of Payment 3 – **\$108.74**

Due Monthly Starting – **3/26/23***

ANNUAL PERCENTAGE RATE - The cost of your credit as a yearly rate	0.00% APR
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FINANCE CHARGE - The dollar amount the credit will cost you	\$0.00 *
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Amount Financed - The amount of credit provided on your behalf	\$326.20 *
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Total of Payments - The amount you will have paid when you have made all scheduled payments	\$326.20 *
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Late Charge: If a payment is late, you will not be charged a separate fee or penalty.

Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See your Loan Agreement below for additional information about nonpayment, default, any required repayment in full before the schedule date, and prepayment refunds.

* This is an estimate based on the merchant processing your order on 2/26/23.

Itemization of the Amount Financed: Celtic Bank will pay \$326.20 to Williams Sonoma.

Loan Agreement

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION IN SECTION 32. IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE UNLESS YOU: (1) OPT OUT PROPERLY IN ACCORDANCE WITH SECTION 32; OR (2) ARE PROTECTED BY THE MILITARY LENDING ACT. FOR EXAMPLE, IF THE LOAN HOLDER ELECTS TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

1. Introduction.

This Loan Agreement ("Agreement") outlines the terms and conditions under which a loan will be issued. The parties (each, a "Party" and collectively, "Parties") to this Agreement are you and Celtic Bank, a Utah State Chartered Industrial Bank, Member FDIC ("Celtic Bank"). "You" and "your" means the borrower under this Agreement. The term "merchant" shall mean the third-party person or company who will be providing and/or delivering merchandise or goods/services to you. Additionally, for purposes of this Agreement, the terms "Amount Financed" and "Finance Charge" shall mean the Amount Financed and Finance Charge specified in the accompanying Truth in Lending Disclosure.

2. Promise to Pay.

In return for a loan that you have received from Celtic Bank, you promise to pay U.S. \$326.20 (the "Principal Amount") plus any Finance Charge to Celtic Bank. You understand that your loan and this Agreement may be assigned. Celtic Bank or any person who your loan and this Agreement is transferred to is called "the Loan Holder" in this Agreement.

3. Use of Estimates in Truth in Lending Disclosure.

Celtic Bank estimated certain disclosures in the Truth in Lending Disclosure because it does not know exactly when the proceeds of the loan will be disbursed to the merchant. The estimates are based on the proceeds of your loan being disbursed on the date you accept this Agreement (referenced below). If the proceeds of your loan are disbursed after the date you accept this Agreement and you make all your payments on time, the interest you owe may be less than the Finance Charge, the due dates of your monthly payments will be later than the due dates specified in the Truth in Lending Disclosure, and the amount of your final scheduled payment may be less than the amount of the final scheduled payment specified in the Truth in Lending Disclosure. You will be notified of your final payment schedule, including any reduced final payment amount, before your first payment is due.

4. Term.

The scheduled term of your loan begins when Celtic Bank pays the proceeds of your loan and ends the same numerical day 3 calendar months later except as set forth in Section 6. You will pay all amounts outstanding on your loan no later than the end of the scheduled term.

5. Interest.

You will pay interest at a yearly rate of 0.00% APR. This is a simple interest loan, which means that interest accrues daily on the unpaid principal balance, up to the amount of the Finance Charge, until you pay the loan in full.

6. Monthly Payments.

Your loan requires you to make minimum monthly payments of principal and interest in an amount sufficient to pay off your Principal Amount and accrued interest by the end of the loan term. You will pay your loan in 3 monthly payments of \$108.73 each. Because Celtic Bank does not know exactly

When your loan proceeds will be disbursed and because you do not start accruing interest until the loan is made, you will be notified of your actual monthly payment amounts before your first payment is due. Your **first monthly payment** is due, on or about 3/26/23. You will be notified later of the exact date your first monthly payment is due. Your remaining monthly payments will be due on the same numerical day each calendar month as the numerical day of your first monthly payment (unless such numerical day does not occur in a particular month, in which case your monthly payment will be due on the last day of that particular month).

7. Application of Payments.

Payments are allocated first to interest, and then to principal.

Underpayment: If an early payment is less than the amount of the next scheduled installment, then you must pay the difference on or before the corresponding installment due date.

Overpayment: Making an installment payment in excess of what is due may reduce the total amount of interest you are scheduled to pay under this Agreement, and may reduce the number and/or amount of and your remaining payments (starting with your last payment and working backwards). However, you cannot generally rely on an excess payment made on or before one installment due date to satisfy the installment obligation associated with the next installment due date.

Multiple payments in one installment period: After making a complete installment payment (in one or multiple submissions) any subsequent payment not applied to the previous installment will be applied to the subsequent installment due. For example, if you have a twelve (12) month installment loan and, on your second installment due date, you make one payment of double the amount due, you will still owe a regular installment payment on your third due date (however, that extra payment may reduce the amount of interest you pay and may reduce or eliminate your twelfth installment payment). Alternatively, if you submit one complete installment payment before your second installment is due, and then submit an additional complete installment payment the same day, that second payment will be applied to your third installment.

8. Late Payment Fee.

You will never be charged any late fee.

9. Payment Methods.

You will make your monthly payments, using one of the methods made available to you by the Loan Holder, which currently consists of: (1) debit card, (2) ACH transfer, or (3) check. Unless you are notified otherwise, you will send checks to Affirm, Inc., 30 Isabella Street, Floor 4, Pittsburgh, PA 15212. If you elect to make a payment by check, you understand your check must be made payable to Affirm, Inc. When paying by check, you will send a separate check for **each** loan you intend to make a payment for and will include the loan ID in the memo line of the check to indicate which loan it should be applied towards. You understand that if the payment you submit does not meet these requirements, it may not be processed, may be processed late, or may be processed as the Loan Servicer deems appropriate. For more information on making payments by check, you can refer to Affirm, Inc.'s Help Center and entering "Can I Pay By Check?".

10. Returned/Unsuccessful Payment(s).

If you attempt to make a loan payment, whether by automated withdrawal from an account designated by you or by other means, and the loan payment is unsuccessful or returned for any reason, **we will not charge you any fees**. However, you understand that your financial or banking institution may charge you a fee for a returned or unsuccessful loan payment. We will not be held responsible for any fees assessed by your financial or banking institution for returned or unsuccessful loan payments.

11. Request to Close Account.

You may initiate a request to close your account by contacting us at customercare@affirm.com or visiting the "Affirm, Inc.'s Help Center" and entering "How do I close my account?". We reserve the right to review your request for an account closure, to require additional telephone confirmation, and to exercise discretion on whether your request will be approved. If we do approve your request for an account closure, we will close your account(s) in a timely fashion. Once your account(s) is closed, you will no longer be able to sign in into the account or view any loan history associated with the closed

account. You may not close your account to evade an investigation. You may not close your account while you have an outstanding loan. We will retain your account information in accordance with our Privacy Policy and any applicable state or federal law, rule or regulation.

12. Your Right to Prepay.

You may prepay your loan in full or in part at any time without penalty. You understand prepayments will be applied to your loan as set forth in Section 7. You are entitled to a refund of any amounts you may pay to the Loan Holder in excess of the remaining principal balance and accrued interest as of the date of prepayment. Notwithstanding the foregoing, you agree that the Loan Holder may set off any amounts you are entitled to against any amounts you owe the Loan Holder on any other loan or otherwise.

13. Return of Goods and/or Cancellation of Services.

If you return and/or cancel any goods and/or services that have been purchased with the proceeds of this loan, you understand and agree that you are not entitled to receive any cash refund from the merchant from whom you purchased such goods and/or services. Instead, you authorize the merchant to issue any such refund directly to the Loan Holder on your behalf. Any amounts received by the Loan Holder pursuant to this section will be applied to your account as of the date of receipt of such amounts by the Loan Holder. In the event a refund is issued to your account, you agree that it will be applied to your outstanding principal balance, to the extent permitted by applicable law, and will generally not change the amount of your upcoming monthly payments, although it may reduce or eliminate monthly payments due at or immediately before your originally-scheduled maturity date. You also agree that, unless applicable law requires otherwise, **you will generally not receive a rebate of any interest that may have already accrued on an amount that later gets refunded. All returns and/or cancellations are subject to the merchant's standard return policies** in effect as of the date of your purchase, which may include a restocking fee. You acknowledge that you have reviewed the merchant's return policy.

14. Down Payments.

For the purchase of certain merchandise and goods/services, you may be required to make an immediate, one-time down payment in order to complete your transaction.

In the event that any down payment required in connection with your transaction is returned or is otherwise unsuccessful, you agree to arrange for immediate repayment of such down payment and further understand that the down payment may be added to the total amount financed such that interest will accrue on it until repaid (but at no time shall the total accrued interest be more than the Finance Charge disclosed in the Truth In Lending Disclosure).

If you return and/or cancel any goods and/or services that have been purchased with the proceeds of this loan and you made a down payment in connection with such purchase, you agree that, unless prohibited by applicable law, the full amount of any refund may be applied first to the financed amount before any of the down payment is returned.

15. Failure to Pay as Required.

a. Default. If you do not pay the full amount of each monthly payment on or before the date it is due, you will be in default.

b. Notice of Default. If you are in default, the Loan Holder may, subject to applicable law, send you a notice telling you that if you do not pay the overdue amount by a certain date, the Loan Holder may require you to pay immediately the full amount of your loan, including any accrued interest.

c. No Waiver by the Loan Holder. Even if, at a time when you are in default, the Loan Holder does not require you to pay immediately in full as provided in Section 15(b), the Loan Holder will still have the right to do so if you are in default at a later time.

d. Payment of the Loan Holder's Costs and Expenses. If the Loan Holder has required you to pay immediately in full as described above, the Loan Holder will have the right to be paid back by you for all of its costs and expenses in enforcing this Agreement to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

16. Collection.

You agree that if you fail to pay any amount owed on the loan then the Loan Holder may engage in collection efforts to recover those amounts. These collection efforts may involve contacting you directly, submitting your information to a collection agency, or taking legal action.

17. Credit Reports and Monitoring.

You authorize the Loan Holder or its representative to obtain credit reports about you on an ongoing basis until your obligations under this Agreement are satisfied. The Loan Holder or its representative ***may*** report information about your loan to the credit bureaus. **Late payments, missed payments or other defaults on your loan may be reflected in your credit report and may impact your credit score (e.g. FICO score).**

18. Credit Bureau Disputes.

If you believe that any information about your loan that the Loan Holder or its representative has furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any loan made by Celtic Bank in connection with this Agreement, you may write to Loan Holder c/o Affirm, Inc., Attn: Credit Bureau Disputes, 30 Isabella Street, Floor 4, Pittsburgh, PA 15212. In your letter, you will: (i) provide your name and loan number, (ii) identify the specific information that you are disputing, (iii) explain the basis for the dispute; and (iv) provide any supporting documentation you have that substantiates the basis of the dispute. If you believe that you have been the victim of identity theft, you may submit an identity theft affidavit or identity theft report.

19. Verification.

You authorize the Loan Holder or its representative to verify the information you provided in connection with your application. You understand that the Loan Holder or its representative may require additional identity verification/validation information from you directly at any time while your loan obligations under this Agreement exist. You give the Loan Holder or its representative consent to obtain information about you from a consumer reporting agency and other sources at any time you have repayment obligations under this Agreement.

20. Partial Payments Marked Payment in Full; Settlements.

You understand that any check or other payment you send the Loan Holder for less than the total outstanding balance due under this Agreement that is marked "payment in full" or with any similar language or that you otherwise tender as full satisfaction of a disputed amount must be sent to the Loan Holder c/o Affirm, Inc., Attn: Payment of Disputed Amount, 30 Isabella Street, Floor 4, Pittsburgh, PA 15212. That amount may be deposited without such a deposit affecting a satisfaction of the disputed amount. A late payment, a partial payment, or a payment marked with any restrictive language may be processed without effect on the terms of this Agreement. Any settlement of your loan for less than what is owed requires the Loan Holder's written agreement.

21. Notices.

Unless applicable law requires a different method, any notice that must be given to you under this Agreement may be given, at the Loan Holder's option, electronically, by telephone, in writing by U.S. Mail, or by providing it to you in any other manner, in each instance using the contact information the Loan Holder or its representative has on file for you. To the extent permitted under applicable law, any notice the Loan Holder gives to you will be effective and deemed delivered when sent. You must send notices to the Loan Holder c/o Affirm, Inc., 30 Isabella Street, Floor 4, Pittsburgh, PA 15212 unless a different address is later provided to you in writing. To the extent permitted under applicable law, any notice you send to the Loan Holder will not be effective until the Loan Holder receives it and has had a reasonable opportunity to act on such notice.

22. Bankruptcy

You agree to send all bankruptcy notices and related correspondence to the Loan Holder c/o Affirm, Inc., Attention: Bankruptcy Notice, 30 Isabella Street, Floor 4, Pittsburgh, PA 15212. You promise that You have no current intent to file any bankruptcy petition and have not consulted a bankruptcy attorney in the past six months.

23. Notices of Change in Circumstances.

You agree to notify the Loan Holder of any changes to your name, mailing or e-mail address, or phone number (including your cell phone number) within fifteen (15) days by writing to the Loan Holder c/o Affirm, Inc., 30 Isabella Street, Floor 4, Pittsburgh, PA 15212. You understand the Loan Holder will rely on your cell phone number, mailing and e-mail addresses the Loan Holder has on file for you for any and all communications addressed to you unless or until either you, or, in the case of your mailing address, the U.S. Postal Service, notifies the Loan Holder of a change of address, or the Loan

Holder otherwise has reason to know the contact information is no longer valid, and it has had a reasonable opportunity to act on such notice. You agree to cooperate with and participate in any verification process the Loan Holder may require in completing this change, and understand that your failure to do so may prevent your ability to access the account.

24. Contacting You; Phone and Text Messages; Call Recording.

You expressly authorize the Loan Holder and its affiliates, agents, contractors, collectors, representatives, assigns and servicers/service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, automated dialer systems, artificial or pre-recorded voice message systems, text messaging systems, and automated e-mail systems for any and all purposes arising out of or relating to this Agreement or your loan and in order to provide you with information about this Agreement and your loan, including information about upcoming payment due dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or e-mail addresses you supply to the Messaging Parties in connection with this Agreement, the Messaging Parties' servicing and/or collection of amounts you owe the Messaging Parties or any other matter. You understand that anyone with access to your telephone or e-mail account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or e-mail, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so, **in writing**, by contacting the Loan Holder at 30 Isabella Street, Floor 4, Pittsburgh, PA 15212.

25. Waivers

You waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Loan Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Loan Holder to give notice to you that amounts due have not been paid.

26. Check Conversion Notification; Electronic Check Re-Presentment.

If you provide a check as payment, you authorize the Loan Holder or its representative either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When information from a check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day payment is received, and you will not receive your check back from your financial institution. In the event a check is returned unpaid for insufficient or uncollected funds, the Loan Holder or its representative may re-present the check electronically. If you have questions, you can contact the Loan Holder at 855-423-3729. In the ordinary course of business, the check will not be provided to you with your bank statement, but a copy can be retrieved by contacting your financial institution.

27. Loan Charges.

If a law, which applies to your 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 your loan exceeded or exceeds the permitted limit, then: (a) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from you which exceeded permitted limits will be refunded to you, subject to the Loan Holder's right of set off provided in Section 12. The Loan Holder may choose to make this refund by reducing the amount you owe or by making a direct payment to you.

28. When a Loan Is Made.

Celtic Bank makes a loan to you and you receive a loan from Celtic Bank when Celtic Bank pays the merchant the proceeds on your behalf for your purchase of goods or services. After you are approved for a loan and agree to the terms of this Agreement, Celtic Bank may decide not to make you a loan for any reason.

29. Assignment.

You agree the Loan Holder may sell or otherwise transfer its rights under this Agreement and amounts owed by you at any time. If it does, this Agreement will remain in effect. You may not transfer your rights under this Agreement without the Loan Holder's written permission, which it is not required to give. Any attempt to do so will be void. Your obligations under this Agreement apply to all of your heirs, successors and permitted assigns, if any. The Loan Holder's rights under this Agreement apply to it and each of its successors and assigns.

30. Non-Negotiable Instrument.

This Agreement is not a negotiable instrument.

31. Privacy Notice.

You acknowledge that you received a copy of Celtic Bank's privacy notice with this Agreement or within the past 12 months.

32. Mandatory Arbitration.

THIS SECTION AFFECTS YOUR RIGHTS, PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS. Except as otherwise explicitly provided in this Section, any Loan Holder, and Affirm, Inc. (together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities' employees, officers, directors and agents and their successors, assigns and affiliates, the "Transaction Parties") and you can elect to resolve any past, present or future dispute or claim arising from or relating in any way to your loan, this Agreement, or the relationships that result from any of the foregoing, that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules ("the Consumer Rules") of the American Arbitration Association ("AAA"), rather than in court. (For purposes of this Section, the term Transaction Parties also includes any third party providing any goods and/or services in connection with your loan, including the merchant to which your loan proceeds were disbursed, or the origination, servicing and collection of this Agreement, if that third party is named as a defendant along with a Transaction Party in a single proceeding.) Except as otherwise explicitly provided in this Section, this broadly includes: any claims based in contract, statute, tort, fraud, consumer rights, misrepresentation, equity or any other legal theory; initial claims, counterclaims, cross-claims and third-party claims; federal, state and local claims; and claims which arose before the date of this Agreement. The Federal Arbitration Act ("FAA") and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow the terms of this Agreement as a court would. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final and may be entered in any court of competent jurisdiction.

YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

Either a Transaction Party or you can initiate arbitration through AAA, an alternative dispute resolution provider, or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected arbitration or how arbitration was elected, the party asserting the claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If AAA cannot serve, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and procedures specified in this Section. Any arbitration will be governed by the then-current Consumer Rules of the AAA ("Consumer Rules"), and its Procedures for the Resolution of Disputes through Document Submission ("Document Submission Procedures"). The Consumer Rules are available at the AAA website: www.adr.org. The Document Submission Procedures are included in the Consumer Rules. Your arbitration filing fees will be governed by the Consumer Rules. If it is determined by the arbitrator that I cannot afford such fees, a Transaction Party will pay all arbitration fees and expenses. The arbitration will be conducted solely based on written submissions. The arbitration will not require any personal appearance by the parties or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. Disputes or controversies about the validity, enforceability, coverage or scope of this Arbitration Section or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about the Agreement as a whole are for an arbitrator and not a court to decide.

CLASS ACTION WAIVER: The Transaction Parties and you each agree that any arbitration will be conducted only on an individual basis and not as a class, consolidated or representative action. To the fullest extent permitted by law: (a) no arbitration will be joined or consolidated with any other; (b) there is no right or authority for any dispute to be arbitrated on a class-action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than Transaction Parties and/or you individually.

If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. Even if all parties have opted to litigate a claim in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related

or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Section. The Transaction Parties and you agree that any disputes seeking to enforce or protect, or concerning the validity of intellectual property rights will not be subject to binding arbitration under this Section. In addition, pursuant to the Consumer Rules, any party may proceed with their individual claims in small claims court if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court's jurisdictional limits; but if that action is transferred, removed or appealed to a different court, arbitration can be elected. If any portion of this Arbitration Section is inconsistent with the Consumer Rules or other provisions of this Agreement, this Arbitration Section shall govern. This Arbitration Section shall survive termination of this Agreement, repayment, sale or assignment of the loan, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. No portion of this Arbitration Section may be amended absent a written agreement signed by all parties. If any portion of this Arbitration Section is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Section, except that: (A) If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Section (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Section prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have a preclusive effect in an arbitration between the parties to this Arbitration Section.

RIGHT TO OPT OUT: If you do not want this Arbitration Section to apply, you must send the Loan Holder a **signed notice within 30 calendar days after you sign the Agreement**. You must send the notice in writing (and not electronically) to Loan Holder c/o Affirm, Inc. Attn. "Arbitration Opt Out", 30 Isabella Street, Floor 4, Pittsburgh, PA 15212. You must provide your name, address and loan number and state that you "opt out" of the Arbitration Section. Opting out will not affect the other provisions of this Agreement. If you opt out, it will apply only to this Agreement.

33. Other Terms.

This Agreement is governed by the laws of the United States of America, and, to the extent state law applies, the laws of Utah, regardless of the conflicts of laws principles of any jurisdiction, except where such application is prohibited by applicable law.

No modification to this Agreement is effective unless made in writing and signed by the Loan Holder and me. Except as provided in Section 32, if any provision of this Agreement is found to be invalid or unenforceable, all other provisions will be enforced and construed as if the invalid provisions were never a part of this Agreement.

See Affirm's [Terms of Service](#) and [Privacy Policy](#) for additional information.

34. Covered Borrowers under the Military Lending Act.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Notwithstanding any other provision of this Agreement, Sections 32 and 33 shall not apply to a "covered borrower" under the Military Lending Act, as defined in 32 C.F.R. § 232.3(g). Furthermore, nothing in this Agreement shall be construed as applying to a covered borrower to the extent inconsistent with the Military Lending Act.

To obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, covered borrowers may call the following toll-free phone number: (855) 439-7185.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

All Borrowers, including California/New York/Rhode Island/Utah/Vermont Residents

You give Celtic Bank and its agents, successors, and assigns permission to obtain one or more consumer credit reports from one or more credit reporting agencies in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing the account created by this Agreement, taking collection action on this Agreement, or for any other legitimate purposes associated with this Agreement. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

All Borrowers, Including Maine/Missouri/Nebraska/Oregon/Utah/Washington Residents

Oral 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 you (borrower) and Celtic Bank from misunderstanding or disappointment, any agreements Celtic Bank and you reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between Celtic Bank and you, except as we may later agree in writing to modify.

All Borrowers, including 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 and may be entitled to receive a refund of unearned charges in accordance with law.**

California Residents A married applicant may apply for a separate account.

Maryland Residents To the extent, if any, that Maryland law applies to this Agreement, the Credit Grantor Closed-End Credit Provisions in Title 12, Subtitle 10 of the Commercial Law Code are hereby elected as the applicable Maryland law.

Massachusetts Residents

Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

New Hampshire Residents

You shall be awarded reasonable attorney's fees if you prevail in any legal action you bring against the Loan Holder or the Loan Holder brings against you. If you successfully assert a partial defense, set-off or counterclaim against the Loan Holder in an action the Loan Holder brings against

you, the court or arbitrator may withhold from the Loan Holder the entire amount or such portion of the attorney's fees as it considers equitable. You or your attorney may file a complaint with the New Hampshire Commissioner of Banking, State of New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord, NH 03301. Instructions for filing complaints can be found on the Commissioner's website at www.nh.gov/banking/consumer-assistance/complaint.htm.

New Jersey Residents

The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

New York Residents

New York residents may contact the New York State Department of Financial Services by telephone at 1-877-226-5697 or visit its website at <http://dfs.ny.gov> for free information on comparative rates, fees and grace periods.

Ohio Residents

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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.

Texas Residents

This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Utah Residents

NO CLASS ACTIONS. YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. § 70C-4-105 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

Married Wisconsin Residents

If you are married: (1) you confirm that the loan is being incurred in the interest of your marriage or family. (2) No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. (3) You understand and agree that Celtic Bank will provide a copy of this Agreement to your spouse for his or her information. **If the loan for which you are applying is granted, you agree to notify Celtic Bank if you have a spouse who needs to receive notification that credit has been extended to you by sending your name, loan number and your spouse's name and address to Celtic Bank c/o Affirm, Inc., Attn: Wisconsin Resident, 30 Isabella Street, Floor 4, Pittsburgh, PA 15212.**

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

NOTICE TO BORROWER

(a) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT, EVEN IF OTHERWISE ADVISED.

(b) DO NOT SIGN THIS AGREEMENT IF IT CONTAINS ANY BLANK SPACES.

(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.

(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. IF YOU REPAY YOUR LOAN EARLIER THAN THE MATURITY DATE THEN YOU MAY PAY LESS IN THE FINANCE CHARGE SET FORTH IN THE TRUTH IN LENDING DISCLOSURE.

By confirming the loan terms, electronically accepted/signed on 2/26/23.