EASYPAY RENTAL-PURCHASE AGREEMENT

Lessor:	Lessee:			
EasyPay Leasing, LLC 3220 Executive Ridge, Suite 200	Alexander	Powell		
Vista, CA 92081	415 Big Cedar Way Apt	С		
800-447-6215				
EasyPayLeasing.com	Brandon	FL	33510	
	570-903-1253 powel	lalex30@gmail.c	om	
4=4400	Supplier:			
Agreement Number: 4741288	Sammy's Auto			
Agreement Date: 2024-12-13	1403 S Parsons Ave			
Agreement Date. 2024-12-13	Seffner	FL	33584	
	954-895-3393			

<u>Description of Personal Property</u>: A detailed description, including the new or used condition, of the leased Personal Property is set forth in **Exhibit A**.

CORE TERMS TABLE (excludes applicable taxes)

TOTAL OF PAYMENTS (excluding tax) §6323.07 You must pay this amount, which includes all Regular Payments and the Processing Fee, to own the Personal Property. You can buy the Personal Property for less under one of the early purchase options (EPO) set forth in Paragraph 5 of this Agreement.	COST OF RENTAL (excluding tax) \$ 3906.09 Amount over cash price you will pay if you pay all Regular Payments and the Processing Fee.	CASH PRICE (excluding tax) \$\frac{2416.98}{}\$ Personal Property available at this price for cash. See available early purchase options (EPO) set forth in Paragraph 5 of this Agreement.
AMOUNT OF EACH PAYMENT (excluding tax) Regular Payments of \$ 161.13 (The amount above does not include the Processing Fee of \$39.00, which is due today and nonrefundable after your Personal Property is delivered to you.)	NUMBER OF REGULAR PAYMENTS 39 Bi-Weekly Payments (Not including the \$39 Processing Fee)	RENTAL PERIOD 18 Months The Rental Period is the duration of the Agreement if all Regular Payments are made. The minimum period you are obligated under the Agreement is two weeks.

By providing your initials below, you acknowledge and agree that you have reviewed, received, and understand the Core Terms Table above.

Initials:

Itemization of Additional Charges

- 1. Processing Fee (non-refundable after Delivery): \$39.00
- 2. Late Fee: \$ 5.00
- 3. Returned Payment Fee \$ 25.00

This Rental-Purchase Agreement ("Agreement," "Lease" or "Contract") includes all disclosures (including the Core Terms Table above), the Additional Terms below, the Invoice including the description of Personal Property (Exhibit A), and the Arbitration Clause (Exhibit B). As used in this Agreement, "you" and "your" mean the person signing this Agreement as Lessee, "we," "our," and "us" mean the Lessor identified above and its successors and assigns, and "Supplier" means the Supplier identified above, which is selling us the Personal Property described in Exhibit A in order for us to lease the Personal Property to you. The estimated "Sales Tax Rate" is <u>7.50</u> % (or such different rate as the taxing authorities may establish during the term of this Agreement). Your "Regular Payment" is \$<u>161.13</u> before taxes and (\$<u>173.21</u> with estimated taxes at the current Sales Tax Rate). Other terms used in this Agreement are defined in the Core Terms Table or elsewhere below.

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE (EXHIBIT B). UNLESS YOU PROMPTLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING OR HAVE A JURY HEAR AND DECIDE YOUR CLAIM.

ADDITIONAL TERMS

1. Nature of Agreement:

- a. <u>Purchase and Lease of Personal Property; Right to Purchase</u>. When you sign this Agreement, we will purchase the Personal Property indicated in Exhibit A from the Supplier for the Cash Price set forth in the Core Terms Table and lease the Personal Property to you under the terms of this Agreement. (The Cash Price is the same as the amount we are paying to the Supplier for the Personal Property and does not reflect any markup.) Any item of Personal Property leased to you under this Agreement will be acquired by us before you take possession of that item of Personal Property or before that item of Personal Property is otherwise delivered to you.
- b. Lease, Not Loan or Credit Sale. This Agreement is a rental-purchase agreement (a form of lease) and not a loan or credit sale. This is because the initial term of this Agreement is short and you may end this Agreement and your lease of the Personal Property, without penalty, before the end of the initial term or any renewal term by giving us notice of termination during the then-current term and by returning the Personal Property or making arrangements acceptable to us to return the Personal Property. Alternatively, you may acquire the Personal Property at the end of the full term by making all rental payments under this Agreement for the full term (and paying any late or returned payment fees and other charges allowed under this Agreement) or you may acquire the Personal Property prior to the end of the full term by exercising the applicable early purchase option ("EPO") described in Section 5. You will not own the Personal Property until you pay the Total of Payments (with sales/use taxes and any late or returned payment fees and other charges allowed under this Agreement) or you exercise an EPO.
- c. <u>High Cost</u>. As reflected in the Core Terms Table, **the Cost of Rental under this Agreement is high**. If you want to purchase the Personal Property or similar property now, instead of leasing the Personal Property from us you should consider cash or credit terms that may be available to you from the Supplier or from other companies that specialize in retail sales.

2. Lease Term; Payments:

a. <u>Lease Term.</u> The "Initial Term" of your Lease begins on the first Friday that is at least ten (10) days after the date the Personal Property is received by or delivered to you (the "Start Date") and ends at midnight at the beginning of your second scheduled payment date. **Unless and until you:** (1) Terminate (see Section 9), (2) Default (see Section 8), (3) purchase the Personal Property by exercising an EPO (see Section 5), or (4) complete the Rental Period (see Core Terms above), this Agreement will automatically renew for an additional term on a bi-weekly basis (i.e., every 14 days/every other Friday) after the Start Date (a "Renewal Date") until the end of the Rental Period. Upon request from you, we may make an adjustment to the Renewal Dates in your favor.

- b. <u>Processing Fee</u>. You agree to pay a "Processing Fee" of \$39.00 due after you execute this Lease. The Processing Fee is **non-refundable after Delivery** of the Personal Property to you.
- c. Payments; Cost; & Ownership. Unless you Terminate (see Section 9), Default (see Section 8), or purchase the Personal Property by exercising an EPO (see Section 5), the Total of Payments (excluding tax) of the Personal Property under this Agreement will be \$ 6323.07 . The Total of Payments equals the Number of Regular Payments (39) times the Amount of Each Payment (\$161.13) plus the Processing Fee. Your first Regular Payment is due on the Start Date, and a Regular Payment will be due on each Renewal Date thereafter. The Total of Payments does not include late payment, returned payment, Default, pickup, reinstatement, or other fees/charges, if any, disclosed in this Agreement. The cost of your rental ("Cost of Rental") is the difference between the Total of Payments and the Cash Price and will be \$3906.09 . The Total of Payments exceeds the Cash Price of the Personal Property by the Cost of Rental which is also shown in the Core Terms Table. You will own the Personal Property and end this Agreement when you (1) pay the Total of Payments shown on the Core Terms Table (plus applicable taxes and any outstanding fees or charges due under this Agreement), or (2) when you exercise an EPO (see Section 5).
- 3. <u>Additional Fees</u>: The Total of Payments does not include other fees you may incur under this Agreement, such as late or returned payment fees. You should read this Agreement for an explanation of any applicable additional fees.
 - a. <u>Late Fees</u>. If any Regular Payment is not made in full or postmarked within ten (10) days after it is due, you agree to pay a late fee of \$5.00. We can only charge you one (1) late charge for each late payment.
 - b. Returned Payment Fee. If your financial institution rejects any payment because you do not have enough funds available, the account has closed or you have given us an incorrect account number, we will charge a Returned Payment Fee equal to \$25.
- 4. Payment Authorization; Payment Application; Account Servicing:

CONSUMER AUTHORIZATION FOR PAYMENTS MADE VIA EFT INCLUDING ACH (ACH DEBIT) AND CARD NETWORK AUTHORIZATION

Bank Account: Bank Name: Wells Fargo	Routing Number: ****0503
Account Number: <u>****6682</u>	
Card: Card Network (VISA/MC/etc.): Visa	Card Number (last four digits): 4052
Exp Date: 0427	

- a. For each required payment under this Agreement other than the Processing Fee, including the Regular Payments (or such modified amount as you and we may later agree) or any fee or charge you incur, you authorize us and our agents and service providers on or after each Regular Payment due date (or an alternative date on which we may both later agree): (1) to initiate a payment using any debit or credit card identified above or any substitute or replacement payment card of yours you or we identify (the "Card"); or (2) at our election, to instead initiate an ACH or other electronic fund transfer ("EFT") from any bank account identified above or any substitute or replacement bank account of yours you or we identify (the "Bank Account"). You understand that the first Regular Payment is processed by EFT, and that unless you contact us to make other arrangements, (1) on or after each Renewal Date, all other Regular Payments, and (2) all fees and charges you incur under this Agreement, will be processed automatically by EFT. We may purchase a service that may update your Card or Bank Account information automatically when it changes. Instead of or in addition to any such Card or Bank Account payment, you also authorize us to process any Card or Bank Account payment you subsequently authorize or confirm by phone, text message, email, or other electronic means.
 - b. You agree that we may initiate payments separately and/or on a combined basis under this Agreement.
- c. No matter when the error is detected, if we make an error in processing a Card or Bank Account payment, you authorize us to initiate a Card or Bank Account credit or future Card or Bank Account payment to correct the error.
- d. You agree that we may resubmit returned Bank Account payments ("EFT") or Card payments that have been returned, in accordance with applicable laws and network regulations. In addition to the EFTs and Card charges outlined

in this section, you also grant us permission to process any EFTs or Card charges you confirm via online, phone, email, or text message.

- e. We are not responsible for any bank fees you incur in connection with returned Bank Account payments.
- f. If a Renewal Date or other due date falls on a weekend, holiday, or other non-banking day, your payment may not be processed until the next banking day.
- g. You may terminate your authorizations to initiate Card payments and/or Bank Account payments, update Card or Bank Account information, or change your scheduled payment dates with our permission by calling us toll-free or emailing us using the contact information on the first page of this Agreement. We will honor your termination request as soon as we reasonably can and, in any event, within three (3) business days after receiving it and will generally honor a modification request within this time period if the new payments do not materially increase the Agreement term.
- h. If any payment cannot be obtained under this Payment Authorization, you remain responsible for such payment.
 - i. Without notice to you, we may assign or outsource the servicing of your account to a third party of our choosing.
- 5. <u>Purchase Options; EPO</u>: You will not own the Personal Property until you pay the entire Total of Payments, plus sales/use tax and any late or returned payment fees and/or other charges permitted under this Agreement, or you exercise one of the Early Purchase Option(s) ('EPO').
 - a. 90 Day EPO: To exercise the 90 Day EPO and purchase any or all of the Leased Property during the first 90 days from the Delivery Date, you must pay in full the Cash Price of the Leased Property (see Core Terms Table above), plus Processing Fee (if not already paid), applicable taxes, and any outstanding returned payment fees or other fees/charges allowed under this Agreement within this 90 day period. NOTE: To pay in full within the 90 days, you MUST pay more than just your Regular Payment amount by (1) increasing the amount of your Regular Payments, (2) paying additional amounts through the customer portal, and/or (3) paying additional amounts by contacting us at 800-447-6215, all within the 90 day option period.
 - b. To exercise the standard EPO and purchase any or all Personal Property after 90 days but prior to the end of the Full Term, you may pay at any time all amounts then due under this Agreement plus the applicable "EPO Price" (defined as the remaining Regular Payments x 70%) plus applicable taxes and any outstanding late or returned payment fees and any other fees/charges allowed under this Agreement.

Please contact us at 800-447-6215 for the EPO Price for one (1) or more individual items of Personal Property.

6. Maintenance of the Property; Warranties:

- a. You are responsible for maintaining the Personal Property in its original condition, ordinary wear and tear excepted from the date you take possession of the Personal Property until the end of the Rental Period, the date you exercise an EPO under Section 5, or the Agreement is Terminated in accordance with Section 9 below. We do not carry insurance for the Personal Property. In the event you believe the Personal Property is defective or needs to be serviced, you agree to contact us at 800-447-6215 and, if asked, return the Personal Property to us, to the Supplier on our behalf, or such other location we agree upon, for evaluation, and, if necessary, repair or replacement.
- b. If you acquire ownership of the Personal Property from us, and there is a manufacturer, distributor, or seller warranty on the Personal Property that is transferable to you, we will transfer the unexpired portion of such warranty to you when you acquire ownership of the Personal Property.
- c. We make no express warranty on the Personal Property, and, unless prohibited by law, the following sentences apply. YOU ARE LEASING THE PERSONAL PROPERTY "AS IS". WE MAKE NO EXPRESS WARRANTIES ON THE PERSONAL PROPERTY. WE DISCLAIM ANY WARRANTIES IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE.
- 7. Property Damaged, Lost, Stolen or Destroyed: If the Personal Property is lost, damaged, or destroyed (beyond normal wear and tear) due to your negligent, reckless or intentional conduct, or the Personal Property is stolen, or you fail to return all or part of the Personal Property after Default (see Section 8) or Termination (see Section 9), you will be responsible for any Regular Payments then due plus the EPO Price of the applicable Personal Property and any late or returned payment fees and any other fees/charges allowed under this Agreement.

By providing your initials below, you agree and certify that for Personal Property provided as of the Agreement Date, that the Personal Property was provided to you in good working order without defects. For Personal Property delivered after the Agreement Date, you agree and certify that if you do not contact us by the next business day following delivery, this later provided Personal Property was provided in good working order and without defects.



- 8. <u>Default:</u> We may declare you in default if after four (4) Renewal Dates, the four (4) Regular Payments and/or any other required payments are past due ("Default"). If you fail to return all or part of the Personal Property after Default, in addition to owing us the four (4) missed Regular Payments, you will also be responsible for the EPO Price (see Section 5(b)) of the applicable Personal Property.
- 9. <u>Terminate/Termination</u>: Prior to the time the Personal Property is delivered to you, either you or we may end this Agreement without any obligation on your or our part and this Agreement will end automatically if the Personal Property is not delivered to you within 30 days of the Agreement Date. During the term of this Agreement, you may end this Agreement without penalty before the end of the Initial Term or any subsequent renewal term, as applicable, by giving us notice of termination during the then-current term (before your next Renewal Date) and by returning the Personal Property or making arrangements acceptable to us to return the Personal Property ("Terminate" or "Termination"). Any liability for past due Regular Payments and for loss or destruction of or damage to the Personal Property, reasonable wear and tear excepted, will survive the end of this Lease. If you fail to return all or a part of the Personal Property, you will also be responsible for the EPO Price (see Section 5(b)) of the applicable Personal Property. To exercise your Termination right and arrange for the return of the Personal Property, please call 800-447-6215 for instructions.
- 10. <u>Reinstatement:</u> If you fail to make a timely Regular Payment and subsequently return or voluntarily surrender the Personal Property to us at our request, you may reinstate this Agreement by paying the past due amount and any unpaid late fees within 60 days after the expiration of the last Rental Period for which you made a timely payment. Upon reinstatement, we will return the Personal Property to you, if it is available. If not, we will provide a substitute Personal Property of comparable quality, age, condition, and warranty coverage, and the same brand, if available, all as required by law. To reinstate this Agreement, call us at 800-447-6215 for further instructions. You will not be charged any other fees for any reinstatement.
- 11. Credit Reporting: You authorize us to make inquiries concerning your credit history and standing, including bank account information, and to confirm any information you provide us. You further authorize us to obtain your credit report, and any consumer reporting agency to provide your credit report to us from time to time in the future, for any lawful purpose, including determining your eligibility for future offers that we believe may be of interest to you. This authorization allows us to obtain your credit report in connection with these offers without further notice or consent or receipt of any specific request from you. This authorization is effective during and after the Lease Term of this Agreement. Subject to applicable law, we may report information about your performance under this Agreement to credit bureaus (and other parties), including without limit, late payments, missed payments, or other defaults or performance failures. If you believe that any information that we have furnished to a consumer reporting agency is inaccurate, or if you believe that you have been the victim of identity theft, send us a notice in accordance with Section 16. In your notice: (a) provide your name, mailing address, phone number, and Agreement Number; (b) identify the specific information that is being disputed; (c) explain the basis for the dispute; (d) provide any supporting documentation you have that shows the basis for the dispute; and (e) if you believe that you have been the victim of identity theft, submit an identity theft affidavit or police report.
- 12. <u>Truthfulness of Application</u>: You represent that every statement made in your application is true, complete, and correct and that you are (a) at least 18 years of age; and (b) a resident of the State of Florida.
- 13. Contacting You; Phone, Email, and Text Messages: To the extent permitted by applicable law, you authorize us and our agents, assigns and service providers (collectively, "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems, emails, and automated email systems to provide you with information about your application, any agreements between us, including information about upcoming renewal payment dates, missed payments and returned payments and any modifications we both may agree to later; any disclosures, notices or other information, including communications about the use of our websites, our relationship with you, your transaction histories, responses to claims; and any communications related to such other products, services or programs that may be made available to you by or through us. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline, and VOIP numbers) or email addresses you supply to the Messaging Parties, including in connection with your application, the Messaging Parties' servicing and/or collection of amounts you owe under this Agreement, or any other transaction involving you and the Messaging Parties. You understand that anyone with access to your telephone or email 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 any resulting loss of privacy. You further understand that, when you receive a telephone call, text message or email, 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 except to the extent required by applicable law. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by calling the Messaging Parties at our phone number set forth on the first page of this Agreement or any other phone number provided to you in the future. To stop emails, you can follow the unsubscribe instructions included at the bottom of the Messaging Parties' emails.

- **14.** <u>Telephone Recordings</u>: You understand and agree that we may monitor and/or record any of your phone conversations with any of our Messaging Parties but, unless required by applicable law, we are not required to do so.
- **15. Bankruptcy:** Any communication with us required or permitted under the Federal Bankruptcy Code must be sent by notice in accordance with Section 16 and must include your Agreement Number. You promise that you are not contemplating bankruptcy and that you have not consulted with an attorney regarding bankruptcy in the past six (6) months.
- **16.** <u>Notices</u>: All notices to us under this Agreement must be given by email or postal mail at the email or postal address as set forth on the first page of this Agreement (or any address subsequently provided by notice to you). Notices to you are effective when mailed or delivered. Notices to us are effective upon receipt.
- 17. Consent to Receipt of Electronic Communications: By agreeing to this Lease, you reaffirm your consent to conduct business with us electronically and for us to provide electronic disclosures to you. For more information regarding this consent, including your ability to withdraw your consent, please review the ESign Consent here https://www.easypavfinance.com/esign

18. Miscellaneous:

- a. **Accord and Satisfaction**: Any statement accompanying a payment by you under this Agreement to the effect that your balance is paid in full will not bind us. Our deposit of any such payment will not constitute an accord and satisfaction, and we may apply the payment to your account.
- b. **Assignment:** We may sell, transfer, or assign this Agreement or any of our rights under this Agreement. Any subsequent holder of this Agreement shall take this Agreement subject to all claims and defenses that you could assert against us. You may not sell, transfer, or assign this Agreement without our written consent. You may not sell, assign, mortgage, pawn, pledge, encumber, hock, or otherwise dispose of the Personal Property unless and until you acquire it from us. You may not remove the Personal Property from the residence identified in your Agreement without our written consent during the term of this Agreement.
- c. Attorneys' Fees and Costs: Subject to applicable law, if either party institutes an action to enforce any of the terms of this Agreement or otherwise files suit or initiates an arbitration to recover damages resulting from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including on appeal.
- d. **Consumer Report:** You understand and agree that we may obtain a consumer report on you in connection with this Agreement. Upon your written request, you will be informed of whether such a report was obtained and, if so, the name and address of the agency that furnished it.
- e. *Insurance*: You are not required to purchase insurance on the Personal Property, including insurance from or through us or from any insurer owned or controlled by us.
- f. Integration and Modification: This Agreement constitutes our complete and total agreement, and all prior or contemporaneous agreements, promises, representations, and affirmations, whether written or oral, are merged into and superseded hereby and thereby. No oral promises or representations made contemporaneously with the execution of this Agreement shall operate to modify, enlarge or contradict its express terms. This Agreement may be modified by the subsequent agreement of the parties, but no such modification shall be operative unless contained in writing and signed by you and us.
- g. **Governing Law**: This Agreement, and any amendments and/or modifications, shall be governed by the laws of the State of Florida.
- h. **Rights Cumulative**: All our rights are cumulative, and our failure to exercise promptly any rights under this Agreement shall not operate to forfeit any of these rights.
- i. **Right to Take Possession**: If you are in Default of this Agreement or you Terminate, we have the right to take possession of the Personal Property without breaching the peace. You agree to pay all costs we incur in taking possession of the Personal Property to the extent permitted by law.

AGREED TO:

j. **Severability and Waiver**: No waiver of any provision in this Agreement shall be deemed to have been made unless such waiver is in writing and signed by us. Our failure to insist upon the strict performance of any of the covenants or conditions of this Agreement, or to exercise any option or right herein conferred, including but not limited to Section 18(i), shall not be construed as waiving or relinquishing for the future any such covenants, conditions, rights, or options, but the same shall continue and remain in full force and effect. If any clause of this Agreement is illegal or unenforceable under present or future laws, then and in that event, the remainder of this Agreement shall not be affected.

NOTICE TO THE LESSEE

- (A) YOU ARE RENTING THIS PERSONAL PROPERTY. YOU WILL NOT OWN IT UNTIL YOU MAKE ALL REGULAR PAYMENTS OR USE AN EARLY PURCHASE OPTION. YOU DO NOT HAVE THE RIGHT TO KEEP THE PERSONAL PROPERTY IF YOU DO NOT MAKE THE REGULAR PAYMENTS OR USE AN EARLY PURCHASE OPTION.
- (B) DO NOT SIGN THIS RENTAL-PURCHASE AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
- (C) YOU ARE ENTITLED TO AN EXACT COPY OF THE RENTAL-PURCHASE AGREEMENT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
- (D) YOU HAVE THE RIGHT TO EXERCISE AN EARLY PURCHASE OPTION THAT WILL RESULT IN A LOWER COST TO ACQUIRING OWNERSHIP

BY SIGNING YOUR NAME BELOW, YOU ARE SIGNING THIS AGREEMENT. THIS MEANS THAT YOU (1) AGREE TO ALL THE TERMS OF THIS AGREEMENT, INCLUDING THE CORE TERMS TABLE, THE ADDITIONAL LEASE TERMS AND EXHIBITS A-B AND (2) ACKNOWLEDGE DELIVERY OF A COPY OF THE AGREEMENT TO YOU. YOU SHOULD PRINT OR SAVE A COPY OF THIS AGREEMENT.

EXHIBIT A

Invoice



Lessor:

EasyPay Leasing 3220 Executive Ridge, STE 200 Vista, CA 92081 www.EasyPayLeasing.com

Lessee:

Alexander Powell 415 Big Cedar Way Apt C Brandon, FL 33510

Supplier: Sammy's Auto 1403 S Parsons Ave Seffner, FL 33584 For assistance, please contact EasyPay Leasing at 1-866-337-2537

Model/Serial #	Description	Quantity	Cash Price	Condition
5CB80205/5CB80188/GS80869	Control Arm Ball Joint	1	\$1,397.09	New
PXD1114H/YH248479P	Rear Pads Rotors	1	\$489.13	New
264-365	Engine Oil Pan	1	\$530.76	New

Total Cash Price*:	\$2,416.98
Processing Fee:	\$39.00
Total:	\$2,455.98

^{*}plus applicable sales tax

Date: 12/13/2024 01:26:04 PM PST

_____231CB8F3B3444DB...

Signature - Consumer

EXHIBIT B

Arbitration Clause

THIS CLAUSE IS LEGALLY BINDING.

- **1. What is arbitration? An alternative to a court case.** In arbitration, a neutral third party (an "NTP") decides claims without a judge or jury.
- **2. Does it differ from court and jury trials? Yes.** The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. It involves limited pre-hearing fact finding and limited appeals. Courts rarely reverse arbitration awards.
- **3. Who does this Clause cover? You and us.** This Clause is part of a contract, agreement or terms of use (the "Main Contract") involving EasyPay Finance ("EasyPay"). This Clause governs you and us.

Solely as used in this Clause, the words "you," "your" and "yours" mean the individual who is a party to or subject to the Main Contract. The words "we," "us," "our" and "ours" mean: (1) EasyPay; (2) the provider of any goods or services ("Products") you are purchasing, leasing or financing under the Main Contract; (3) any bank financing your purchase of the Products (the "Bank"); (4) their parents, subsidiaries, affiliates, assignees and successors; (5) the employees, directors, officers, shareholders, members and representatives of these companies; and (6) any person or company that you name in a Claim at the same time you pursue a related Claim against the Bank or EasyPay.

BUT, THIS CLAUSE DOES NOT APPLY IF YOU ARE A COVERED BORROWER PROTECTED BY THE MILITARY LENDING ACT <u>AND</u> YOU ARE A PARTY TO A MAIN CONTRACT THAT INVOLVES THE FINANCING (AND NOT THE LEASING) OF PRODUCTS.

4. Can you opt out of this Clause? Yes, within 30 days. If you do not want this Clause to apply, you must send us a signed notice within 30 calendar days after the date of the Main Contract that includes this Clause. You must send the notice in writing (and not by email) to EasyPay Finance at PO Box 2549, Carlsbad, CA 92018 (or any address we later provide you) (the "**Notice Address**"), Attn. Legal. Give your name, address and date. State that you "opt out" of the Arbitration Clause and give the date of the Main Contract. For terms of use, this is the date of the last update.

If you are party to EasyPay website terms of use and another Main Contract, an opt-out regarding such other Main Contract will also apply to the Clause in such terms of use. Otherwise, an opt-out from this Clause will not affect any prior or later arbitration agreement between you and us.

- **5. What is this Clause about? The parties' agreement to arbitrate Claims.** Unless prohibited by law or you opt out, either you or we may elect to arbitrate or require arbitration of any "Claim" (as defined below).
- 6. What Claims does this Clause cover? All legal claims (except certain claims about this Clause). This Clause governs all "Claims" between you and us that a court would normally decide. The word "Claims" has the broadest reasonable meaning. It includes contract and tort claims (including fraud and intentional tort claims) and claims under constitutions, statutes, ordinances, rules and regulations. It includes claims related to the validity of the Main Contract. But, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not the NTP to decide.
- 7. Who manages the arbitration? What rules apply? Usually, the AAA. Usually, the American Arbitration Association ("AAA") will manage the arbitration under its rules. But, if the AAA cannot do this and the parties cannot agree on another company, a court will pick the manager (if any). Also, an NTP may conduct some arbitrations ("Group Arbitrations") of common issues of law or fact ("Common Issues") without a manager. See Q28. No arbitration brought on a class basis may be managed or conducted without our consent by any company or NTP that would permit class or representative arbitration under this Clause.

Generally, arbitrations are subject to the rules of the arbitration manager in effect at the time the arbitration begins. But, rules that conflict with this Clause do not apply.

The manager (if any) will select the NTP under its rules. But, the NTP must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.

8. Can a Claimant bring Claims in court? Sometimes. The party bringing a Claim ("Claimant") may bring a lawsuit if the other party (the "Respondent") does not demand arbitration. Also, either party may require that a small claims court resolve any individual Claim that such court may hear. But, either party may require arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis. Finally, some Claims for a public injunction may be brought in court. See Q11.

- 9. Are you giving up any rights? Yes. If we demand arbitration of a Claim you bring, you are giving up your right to: (1) have a court or jury decide the Claim; (2) bring the Claim as a private attorney general or representative of other parties (but see Q11 as to public injunction Claims); (3) without our consent (and except for Group Arbitrations), join the Claim with claims of other consumers; or (4) engage in a class action or class arbitration.
- 10. Can you start a class arbitration? No. The NTP may not decide any Claim on a class or representative basis.
- **11. What happens if part of this Clause is invalid? It depends.** You must give us written notice and at least 30 days to cure any problem that might prevent arbitration of a Claim. See Q30. But:
 - a. If any part of this Clause is held invalid, generally the rest will continue to apply.
 - b. But, if a court rules that the NTP can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this sentence will apply and the remainder of this Clause will be void.
 - c. And, if you bring a Claim for public injunctive relief and a court rules that the restrictions in this Clause prohibiting the NTP from awarding relief on behalf of third parties are invalid with respect to such Claim (and the ruling becomes final after all appeals), the Claim for public injunctive relief will be decided in court and any individual Claims seeking monetary relief will be arbitrated. In such a case, the parties agree to request the court to stay the Claim for public injunctive relief until a court has entered the arbitration award as to individual relief.
 - d. A Claim for class relief or public injunctive relief can never be arbitrated. This limit applies to individual arbitrations and to Group Arbitrations.
- **12.** In sum, what options do I have to assert Claims against you? Most Claims are subject to arbitration. All Claims subject to this Clause must be decided in: (1) an individual arbitration; (2) a Group Arbitration of Common Issues; (3) a lawsuit if (and only if) the Respondent does not demand arbitration; (4) an individual action in small-claims court; or (5) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided in Q11.
- **13. What law applies? The Federal Arbitration Act ("FAA").** The Main Contract, the Products and our services involve interstate commerce. Thus, the FAA governs this Clause. The NTP must apply substantive law and comply with the FAA. The NTP must honor statutes of limitation and privilege rights. As to punitive damages, the NTP must honor constitutional standards that apply in court.
- **14. Will anything I do make this Clause invalid? No.** If you do not opt out, this Clause will stay in force even if you: (1) cancel the Main Contract; (2) default, renew, prepay or pay the Main Contract in full; or (3) become insolvent or bankrupt.
- 15. What must a party do before starting a lawsuit or arbitration? Send a written Claim Notice and work to settle the Claim. Before starting a lawsuit or arbitration, the Claimant must give the Respondent written notice of the Claim (a "Claim Notice"). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the requested relief. If you are the Claimant, you must send the Claim Notice in writing (and not by email) to us at the Notice Address, Attn. Legal. You or a lawyer you have personally hired must sign the Claim Notice and must provide your full name and a phone number for you or your lawyer. If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A collections letter from us to you will serve as a Claim Notice. The Claimant must give the Respondent a reasonable chance for at least 30 days to settle the Claim on an individual basis. If the Respondent gives notice that the Claimant has not complied with this Q15 and the Claimant does not dispute such notice, no arbitration manager or NTP may proceed under this Clause.
- **16.** How does arbitration start? Per the manager's rules. If the parties do not reach an agreement to settle a Claim within 30 days, the Claimant may start a lawsuit or arbitration. To start an arbitration, the Claimant must follow the manager's rules. If the Claimant begins or threatens a lawsuit, the Respondent may demand arbitration. The Respondent may make this demand in court papers. Also, the Respondent may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Respondent makes an arbitration demand.
- **17. Where will any hearing be held? Near you.** The NTP may decide that he or she can resolve a Claim without an in-person hearing based on written filings, a conference call or an online meeting. But, any in-person hearing must be held at a place reasonably convenient to you.
- **18. What about appeals? Very limited.** Appeal rights under the FAA are very limited. Except for: (1) FAA appeal rights; (2) Claims involving more than \$50,000 (including Claims for an order that could cost more than \$50,000); and (3) Claims involving Common Issues decided in a Group Arbitration, the NTP's award will be final and binding. For Claims involving more than \$50,000 and Claims involving Common Issues decided in a Group Arbitration, any party (including a majority of the Claimants in a Group Arbitration) may appeal the award to a three-NTP panel selected per this Clause. The appeals panel will reconsider from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the NTP's award.

- **19**. **Do arbitration awards affect other disputes? No.** You and we agree that no arbitration award involving you will affect any issues or claims involving any other party (including the parties in a Group Arbitration that does not involve you). Also, no arbitration award in another party's dispute will affect any individual arbitration or Group Arbitration involving you.
- **20. Who bears arbitration fees?** Usually, we do. Except for Group Arbitrations, we will pay all filing, administrative, hearing and NTP fees if you act in good faith, cannot get a waiver of such fees and ask us to pay. We will always pay these amounts if required by law or the manager's rules or if required to enforce this Clause.
- **21. When will we cover your legal fees and costs? Usually, if you win.** If you win an arbitration you start, we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will always pay these amounts if required by law or the manager's rules or if required to enforce this Clause. Attorney's fees will be based on the number of hours worked and standard rates. The NTP will not limit his or her fee award because your Claim is for a small amount. But: (1) subject to clause (2) below, you are not entitled to any fees and costs you incur after we make a written offer to resolve a Claim for at least the amount the NTP awards you; and (2) you will never receive less than the amount required by law or the amount required to enforce this Clause.
- **22.** Will you ever owe us for arbitration or attorneys' fees? Only for bad faith or breaches of this Clause. The NTP may require you to pay our attorney fees if: (1) the NTP finds that you have acted in bad faith under the standards in Federal Rule of Civil Procedure 11(b); and (2) this power does not make this Clause invalid. Also, you may be liable for certain arbitration fees in a Group Arbitration, as provided below. Finally, you may be liable for some or all of our fees resulting from your willful breach of this Clause, including Q15, but not if such power would make this Clause invalid.
- 23. Can our failure to settle a Claim produce a larger award for you? Yes, except in Group Arbitrations. Except for Claims resolved in or after a Group Arbitration, the NTP must award you at least \$5,100 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including Q15); and (2) the NTP awards you more money than the last amount you requested at least ten days before the arbitration commenced. This is in addition to any attorneys' fees and expenses (including expert witness fees and costs) you are due under the law or this Clause. This \$5,100 minimum award is a single award for all your possible Claims. You cannot get multiple \$5,100 awards. Neither party may disclose settlement demands or offers except to justify a minimum recovery of \$5,100.
- **24. Can the parties get a written ruling? Yes.** Any party may request details from the NTP, within 14 days of the ruling. Upon such request, the NTP will explain the ruling in writing.
- **25. Can Common Issues be decided in a Group Arbitration? Sometimes.** It is possible that many Claimants will pursue or threaten Claims against us involving Common Issues. In some cases, this may make individual arbitrations impractical or too costly. We have designed the Group Arbitration provisions of this Clause to address this problem.

Any group of 25-100 Claimants who have given Claim Notices that involve Common Issues and are not already participating in individual arbitrations under this Clause may form a "Qualifying Group" to participate jointly in a Group Arbitration. Also, we may form a Qualifying Group of 25-100 such Claimants. (We and the Qualifying Group are the "Parties" to the Group Arbitration.) No Claimant may participate in an arbitration of the same Common Issue in more than one Qualifying Group. The NTP may not decide any class Claims or Claims for public injunctions in a Group Arbitration.

To form a Qualifying Group and start a Group Arbitration, either Party may give written notice to the other Party (a "**Group Arbitration Notice**"). A majority of the Qualifying Group (a "**Group Majority**") or a Qualifying Group representative appointed by a Group Majority (a "**Group Agent**") will act for the Qualifying Group. If a new Claimant asserts a Claim that involves a Common Issue in an existing Group Arbitration, either Party may require the new Claimant to join in the existing Group Arbitration if joinder will not make the Qualifying Group too large.

Different Qualifying Groups may bring separate Group Arbitrations to decide the same or different Common Issues (for example, if there are more than 100 Claimants with the same Common Issues). A different NTP must conduct each Group Arbitration. No single NTP may hear more than one Group Arbitration of the same Common Issues. The NTP will resolve all Common Issues for each Qualifying Group by Group Arbitration under this Clause. Before a Group Arbitration starts, either Party may elect for an NTP to conduct the Group Arbitration without help from the AAA. See Q28.

- **26.** Who bears arbitration costs in Group Arbitrations? We bear NTP fees. We may split other fees with the Qualified Group. In a Group Arbitration, we will bear the fees and charges of the NTP. We will share with the Qualified Group fees and charges of the arbitration manager (if any). The arbitration manager will decide how we share. But, the Qualified Group will never bear more than 50% of such fees and charges. It will never bear fees and charges that would render this Clause unenforceable or conflict with the law. Also, the NTP may direct us to bear more than 50% of such fees and charges, up to 100%.
- 27. What happens if the NTP cannot decide your Claim in a Group Arbitration? This Clause will apply. After a Group Arbitration, any Claim the NTP cannot decide in the Group Arbitration will be subject to this Clause. Before starting a lawsuit

or arbitration with respect to such Claim, the Claimant must give the Respondent a new Claim Notice and right to resolve such Claim per Q15.

- 28. What happens if either Party does not want a manager for a Group Arbitration? Special rules will apply. If either Party gives timely written notice to the other that such Party does not want a manager for a Group Arbitration, the Parties must try to agree on an NTP to conduct the Group Arbitration. If the Parties cannot agree within 30 days, either Party may ask a court to appoint the NTP. The court must weigh the qualifications of the NTP and the fees charged by the NTP. See Q7. It should try to find a qualified NTP who charges no more than the NTP charges in AAA consumer arbitrations. Once the NTP has been selected and retained, such NTP will commence and conduct the Group Arbitration in accordance with this Clause and such additional procedures as such NTP shall adopt, giving due regard to the rules of the leading nationwide arbitration managers that would apply in an arbitration managed by them.
- **29.** Is the arbitration confidential? Yes. You and we agree to keep confidential all aspects of the arbitration, any confidential information produced in the arbitration and any arbitration award or decision. But, either party may disclose such information to the extent needed to pursue the arbitration, to appeal or confirm any award or to get professional services. At either party's request, the NTP shall enter an order protecting confidential information.
- **30.** Can we amend this Clause without your consent? Yes, but only in your favor. We may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties. Any other change to this Clause needs your written consent.

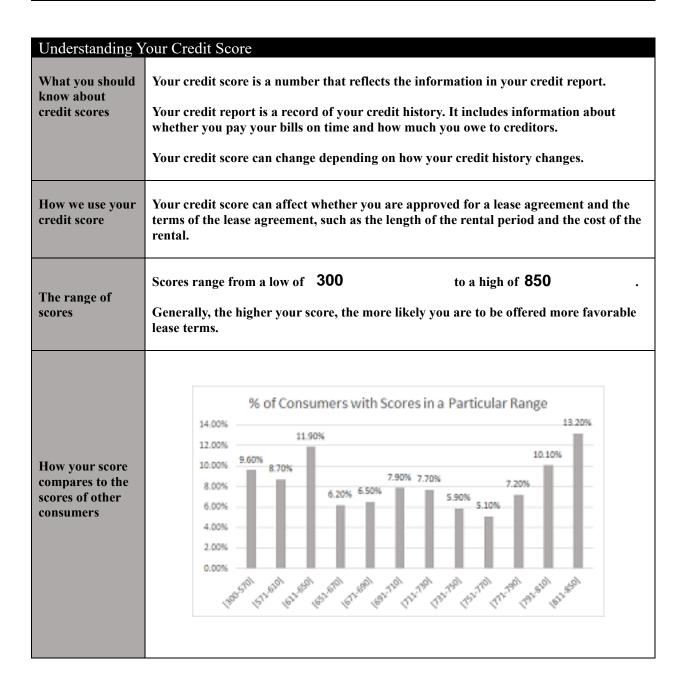
By providing your signature below, you acknowledge and agree to the Arbitration Clause and represent that you understand that, unless you promptly reject it, it will have a substantial effect on your rights in the event of a dispute, including your right to participate in a class proceeding or have a jury hear and decide your claim.

Signature:

EasyPay Leasing, LLC

Your Credit Score and the Price You Pay for a Lease Agreement

618 Source: TransUnion Date: 12/11/2024
6



Checking Your C	Credit Report	
What if there are mistakes in your credit report?	find mistakes o	ight to dispute any inaccurate information in your credit report. If you n your credit report, contact the consumer reporting agency. a to check your credit report to make sure the information it contains is
How can you obtain a copy of your credit report?	each of the nat	aw, you have the right to obtain a free copy of your credit report from ionwide consumer reporting agencies once a year. Free annual credit report — Call toll-free: 1-877-322-8228 Visit www.annualcreditreport.com Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to: Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281
How can you get more information?	Federal Reserv	mation about credit reports and your rights under federal law, visit the e Board's website at www.federalreserve.gov . or the Federal Trade website at www.ftc.gov .

rev. 09/24

FACTS	WHAT DOES EASYPAY LEASING DO WITH YOUR PERSONAL INFORMATION?
Why?	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.
What?	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 transaction history
How?	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 EasyPay Finance choose to share; and whether you can limit this sharing.

Reasons we	e can share your personal information	Does EasyPay Finance share?	Can you limit this sharing?
account(s), respon	usiness purposes your transactions, maintain your d to court orders and legal eport to credit bureaus	Yes	No
For our marketing To offer our produc	purposes cts and services to you	Yes	No
For joint marketing	g with other financial companies	Yes	No
For our affiliates' everyday business purposes Information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness		Yes	Yes
For our affiliates to	o market to you	Yes	Yes
For non-affiliates t	o market to you	Yes	Yes
	Complete and submit the Opt-Out In https://customerapp.easyp		
To limit our sharing	Please note: If you are a new customer, we can sent this notice. When you are no information as described in this not However, you can contact us at an	longer our customer, we cont tice.	=
Questions	Call toll-free at 1-866-438-8372 or g own/	go to https://www.easypayf	inance.com/lease-to-

rev. 09/24

Page 2	
Who we are	
Who is providing this notice?	EasyPay Leasing, LLC
What we do	
How does EasyPay Finance 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 EasyPay Finance collect my personal information?	 We collect your personal information, for example, when you Give us your contact information or apply for financing Pay your bills or pay us by check Provide account information 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.
Definitions	
Affiliates	Our affiliates include companies related by common ownership or control. They can be financial and nonfinancial companies. • Our affiliates include companies with an EasyPay name; financial institutions such as lenders and leasing companies; and others.
Nonaffiliates	 Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include merchants participating in EasyPay's programs and their affiliates and service providers, retail companies, financial institutions, direct marketing companies, and others.
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

For California Customers. We limit the sharing of your financial information with our affiliates in accordance with applicable California law. For more information about our California Consumer Privacy Act compliance, please visit: https://www.easypayfinance.com/privacy-policy/.

other financial institutions.

Our joint marketing partners include lenders and leasing companies and

For Vermont Customers. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found at www.easypayfinance.com or call 1-866-438-8372.

EasyPay may change this notice from time to time. If we make any changes, we will change the "rev." date at the top of this page.



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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
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CONSENT TO ELECTRONIC COMMUNICATIONS AND DISCLOSURES ("ESIGN Consent")

This ESIGN Consent contains important information about your legal rights; please read it thoroughly and print or save a copy. As used in this ESIGN consent, the words "we," "us" and "our" mean Duvera Billing Services, LLC doing business as EasyPay Finance and its subsidiaries, affiliates, respective successors, agents, assigns and service providers. The words "you" and "your" mean the applicant for, or holder of, an Account with or serviced by us. This ESIGN Consent applies to all of your transactions and accounts with us or being facilitated or serviced by us on behalf of a third party (individually an "Account" and collectively "Accounts"), including your application, any third-party provider loan transaction agreement, credit sales transaction agreement, or any lease-to-own transaction agreement (each referred to for purposes of this consent as "Agreement") and all related or other transactions, accounts, products or services between you and us or assigned by a third party to us.

Legally Required Communications and Disclosures . We must provide you with certain communications and disclosures in writing (i.e., you have a right to receive such communications on paper) pursuant to applicable laws and regulations. This information may be provided to you electronically if you agree to this ESIGN Consent. Because many of our Accounts are provided online and use electronic means to deliver information, you must agree to this ESIGN Consent to obtain and use an Account. This ESIGN Consent will apply to each person named on your Account.

Types of Electronic Communications You May Receive: You agree and consent to receive electronically all communications, agreements, documents, notices, statements, and disclosures (each a "Communication" and collectively the "Communications") that we provide regarding your transactions with us and your Accounts. Categories of Communications may include, but are not limited to, your application, any agreements between us and you related to your Accounts or any amendments thereto; any disclosures, notices or other information regarding your application or your Accounts, including Communications about the use of our websites, our relationship with you, your transaction histories, responses to claims; and any Communications related to such other products, services or programs that may be made available to you by or through us. Communications specifically include, but are not limited, to the following:

- Disclosures, agreements, notices, and other information related to your application and Accounts and/or the opening, initiation, or maintenance of your Accounts, including, but not limited to, lease or rental purchase agreements, payment authorizations, disclosures, or notices that are required under applicable federal or state laws and regulations;
- Periodic, annual, monthly, or other statements, disclosures, and notices relating to the Accounts and/or the maintenance, operation or servicing of an Account including, but not limited to Account information, Account activity, payments or other statements,

disclosures or notices that may be required under applicable federal or state laws and regulations;

- This ESIGN Consent and any amendments thereto;
- Notice or disclosures about changes to your Accounts; and
- Any other Communications that we may provide from time to time relevant to your Accounts.

Method of Providing Communications to You in Electronic Form. You agree that all Communications that we provide to you in electronic form may be provided to you electronically by (1) posting Communications to your online account or our online portal; (2) making Communications available on our website or at a different website that we may, from time to time, communicate to you; (3) sending Communications to your designated email address (which may include attachments or embedded links); (4) making Communications available to you during your online session; (5) sending Communications to you via text message (which may include attachments or embedded links); or (6) by requesting you download a PDF file containing the Communication.

Your Contact Information. You must immediately notify us of any change to your email address, contact information and other information related to this ESIGN Consent and your Account(s). If the email address or cellular telephone number provided as part of your Account application changes at any time or ceases to be your preferred email address or cellular telephone number, please contact us at 1-866-438-8372 or via email at customerservice@easypayfinance.com to update your email address or cellular telephone number. You may also update your email address or cellular telephone number by logging into your account profile at www.myeasypayfinance.com. You should make sure that any spam filter you use is set to allow receipt of messages from customersupport@easypayfinance.com

Hardware and Software Requirements

To access and retain electronic Communications, you will need:

- Internet access:
- A widely-used, recent generation web browser;
- A supported program that accurately reads and displays PDF files;
- A valid email address which you have provided to us;
- A cellular telephone capable of receiving text messages;
- A recent-generation personal computer, tablet or mobile device with an operating system capable of supporting all of the above; and

You acknowledge that you meet the hardware and software requirements above. We reserve the right to discontinue providing access to Communications through any software that, in our sole opinion, suffers from a security flaw or other flaw that makes it unsuitable for use.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from us. Continuing to access your account through the online portal after receiving notice of such a change is reaffirmation of your consent.

Requesting Paper Copies/Withdrawing Consent to Communications. If you would like a paper copy of a Communication we previously sent you electronically or if you would like to withdraw your consent to receive electronic Communications, please contact us by emailing customerservice@easypayfinance.com or calling us at 1-866-438-8372. Include your name, email address and Account number in any such request and please indicate that you are withdrawing your consent to receive electronic Communications from us. If you withdraw your consent to receive electronic Communications, you will not be able to do business with us electronically, but the withdrawal will not affect any previously provided or agreed upon Communications. There is no cost to you to receive paper copies of any Communications. We may need to verify your identity before sending paper copies to the physical United States address you provide.

Communications in Writing. All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Consent and any other Communication that is important to you.

Electronic Signature and Records. You agree that an electronic facsimile of your signature or your electronic agreement carries the full legal weight of a written signature. You further agree that we may use electronic signatures and electronic records in our relationship with you.

Federal Law. You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Reservation of Rights. This Consent does not apply to any Communication that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form.

Consent. By checking the disclosure box confirming you have read and agree to our Consent to Electronic Communications and Disclosures ("ESIGN Consent"), you are providing affirmative consent for us to provide electronic Communications to you as described above. You further agree that your computer, tablet or mobile device satisfies the hardware and software requirements specified above and that you have provided us with a current e-mail address at which we may send electronic Communications to you.

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