

# **GREAT AMERICAN FINANCE**

## **LINE OF CREDIT TERMS AND CONDITIONS**

### **Application Summary**

This offer is only valid for new accounts. If you are married, you may apply for a separate account. Great American Finance Holdings, LLC ("Great American Finance") lines of credit are funded by FinWise Bank. FinWise Bank is the issuer of your account. The words "we," "us," and "our" mean FinWise Bank or its assigns.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all finance institutions to obtain, verify, and record information that identifies each person who opens an account. This means that we will ask for your name, address, date of birth, and other information that will allow us to identify you when you open an account. We may also ask to see your driver's license or other identifying documents; and obtain identification information about you or any authorized user you add to your account.

We may obtain information about you, including your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us such reports. Line of Credit offers are intended for residents of, and this is not an offer for credit to individuals outside of, the United States and its Territories, and are only available for items purchased for personal and home use. APRs and credit limits may vary with creditworthiness, as determined by FinWise Bank. To receive an account, you must meet our applicable criteria bearing on creditworthiness. You accept the terms and conditions of this account, as provided herein. Your credit limit will be determined by your annual income and a review of your credit. You will be informed of the amount of your credit upon approval or acceptance.

You agree that you are furnishing the application information, including telephone number and e-mail address, to FinWise Bank and Great American Finance, and authorize us to share this information along with experiential and transactional information regarding your activity in accordance with our Privacy Policy (see below).

You authorize FinWise Bank and Great American Finance to exchange information about you in accordance with our Privacy Policy so that you can receive the benefits and service of your line of credit program, and our partners can inform you of additional information, offers and opportunities. You understand that you are submitting an application for credit to FinWise Bank and certify that the information you have provided is true and will be relied upon by FinWise Bank in evaluating your application.

This agreement contains the entire understanding, between you and us, with respect to your Line of Credit, and no oral or written representation, communications, statement, or inducement, not contained herein, shall bind you or us.

#### **Interest Rates and Interest Charges**

**Annual Percentage Rate (APR) for Purchases** **8.99% to 29.99%**

based on the state in which the retailer is located. See the Finance Charges section of your Revolving Charge Agreement for the APR that applies to your account

#### **Paying Interest**

We will begin charging interest on Purchases on the date of the Purchase.

#### **How to Avoid Paying Interest**

Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance in full by the due date each month.

**NOTICE:** If an annual fee applies to your Account it will be assessed before you begin using your Account and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$300, your initial available credit will be only about \$251.

You may still reject this plan, if you have not yet used the Account or paid a fee after receiving a billing statement. If you do reject the plan, you are not responsible for any fees or charges.

#### **\*\*Annual Fee**

Up to **\$49**. See your Revolving Charge Agreement.

#### **Penalty Fee - Late Payment**

Up to **\$25**. See your Revolving Charge Agreement.

#### **Penalty Fee - Returned Payment**

Up to **\$35**. See your Revolving Charge Agreement.

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including current transactions)." See your Revolving Charge Agreement below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided below in your Revolving Charge Agreement.

## **REVOLVING CHARGE AGREEMENT**

**This ("Agreement") governs your Great American Finance Line of Credit agreement funded by FinWise Bank regarding credit extended hereunder. Please read it carefully. By signing this Agreement, you are agreeing to all the terms and conditions in this Agreement.**

**Definitions.** In this Agreement, the words "you" and "your" mean each person who signs this Agreement. The words "we," "us," and "our" mean Great American Finance Holdings c/o FinWise Bank, 200 S Michigan Avenue Suite 450, Chicago IL. 60604, and any assignees of this Agreement or our rights under this Agreement. The word "Account" means the line of credit account established and governed by this Agreement. The word "Purchase" refers to a purchase of funds from your Account to purchase goods and services from Retailer.

**Promise To Pay.** You promise to pay to us all Purchases, interest, fees and all other amounts owing to us in accordance with this Agreement.

**Account.** Your Account is a credit line that allows you to obtain Purchases to purchase goods and services from time to time on credit from Retailer. **You may obtain Purchases for a period of 12 months from the date you sign this Agreement, so long as you have available credit, are not in default under this Agreement, and we have not suspended or revoked your right to obtain additional Purchases.** In order to obtain Purchases, you must execute a transaction summary evidencing the purchase at the time of sale, and we will purchase funds on your behalf to Retailer for payment of the goods and services referenced in that transaction summary. After 12 months from the date you sign this Agreement, you will not be able to use the Account to obtain additional Purchases.

**Credit Limit.** Any Purchases, fees, or other charges added to the Account will reduce the amount of available credit by the amount of the Purchase, fee or other charge. As you repay principal, your available credit will be restored to the extent of such repayment. Payments will not affect the credit available to you under the Account, however, until your payment has cleared, and we have received funds from your bank. If we allow you to make Purchases that exceed your Credit Limit, you promise to repay the amount that exceeds your Credit Limit immediately upon demand. We reserve the right to reduce the Credit Limit or otherwise suspend or revoke your right to additional purchases at any time or for any reason, to the extent not prohibited by applicable law. We may also, at our election, increase your Credit Limit at any time. Your account will automatically qualify for a credit limit increase of up to \$1,000 if you make your first five payments as scheduled. You may request that we increase your Credit Limit, but we are not required to grant such a request. If you request to increase the Credit Limit, you agree that we may review your creditworthiness at the time of that request by, including, but not limited to, obtaining an updated credit report and other information necessary to analyze your qualifications for additional credit. We may elect to honor a Purchase that causes you to exceed your Credit Limit without increasing the Credit Limit, or we may simply decline any transaction that would cause you to exceed the Credit Limit without taking further action. The Account may not be used, and will not be honored, for any transactions other than for Purchases made from us.

**Finance Charges.** We will impose no interest charges on new Purchases made in the current cycle if you pay the entire new balance (as reflected on the most recent periodic statement) in full by the due date on your most recent statement, which will be at least 25 days after the close of each billing cycle. If you do not pay your entire new balance in full by the due date on your most recent statement, we will charge interest charges on new Purchases made in the current cycle from the transaction date for those Purchases, or if later, the date of delivery of the goods purchased. Finance charges will accrue at rates not in excess of those permitted by law until all balances subject to finance charges are paid in full.

If the Retailer is located in the state of:	We apply the monthly periodic rate of:	ANNUAL PERCENTAGE RATE
OK, TX **	0.75% **	8.99% **
MD, NY	2.08%	24.00%, 24.99%
All Other States	2.499%	29.99%

\*\* Special promotion to qualifying customers, otherwise stated as 29.99%.

**How We Will Calculate Your Balance.** To get the average daily balance, we take the beginning balance each day (excluding any accrued, but unbilled Interest Charges), and add any new Purchases, subtract any payments or credits; and make other adjustments as applicable. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the average daily balance. Any negative daily balance (a credit balance) will be treated as zero. Except where MI law applies, any unpaid Interest Charges at the end of the billing cycle are added to principal.

**Periodic Billing Statements.** We will provide a periodic billing statement at the end of each billing cycle in which you have account activity or a credit or debit balance. The periodic billing statement will show your Account balance at the end of the billing cycle reflected in the statement ("New Balance"), your Minimum Payment Due and other Account information. Unless you notify us of a billing error as provided in "YOUR BILLING RIGHTS" below, you accept your periodic billing statement as an accurate statement of your Account. There will be at least 25 calendar days between billing statements.

**Minimum Payment Due.** For each billing cycle, you agree to pay at least the Minimum Payment Due shown on your periodic billing statement by the indicated due date ("Payment Due Date"). Your Minimum Payment Due will be calculated as follows:

We will assign a fixed monthly payment amount (Fixed Payment Amount) on each Purchase based on the amount of the Purchase, as reflected in the following schedule:

Purchase Amount	Fixed Payment Amount	Purchase Amount	Fixed Payment Amount	Purchase Amount	Fixed Payment Amount
Up to \$500	\$25	\$2500.01 to \$3000	\$150	\$5000.01 to \$5500	\$275
\$500.01 to \$1000	\$50	\$3000.01 to \$3500	\$175	\$5500.01 to \$6000	\$300
\$1000.01 to \$1500	\$75	\$3500.01 to \$4000	\$200	\$6000.01 to \$6500	\$320
\$1500.01 to \$2000	\$100	\$4000.01 to \$4500	\$225	\$6500.01 to \$7000	\$350
\$2000.01 to \$2500	\$125	\$4500.01 to \$5000	\$250	\$7000.01 to \$7500	\$375

Your Minimum Payment Due may also include a percentage of any billed and unpaid Interest Charges (except for any deferred interest that has not yet been charged to the Account) and fees. The Minimum Payment Due will be the greater of: (1) \$25; or (2) the sum of (a) all Fixed Payment Amounts for each outstanding Purchase; plus (b) 5% of all billed and unpaid Interest Charges (except for any deferred interest that has not yet been charged to the Account) and fees or charges that have been imposed but have not been paid. In addition, the Minimum Payment Due will also include any past due amounts or amounts by which your balance exceeds your Credit Limit, whichever is greater. **You may pay more frequently, pay more than the Minimum Payment Due, or pay your entire balance in full at any time without a prepayment penalty.** If you pay more than the Minimum Payment Due in any billing cycle, you will still be required to make at least the Minimum Payment Due each billing cycle, unless you have paid your entire balance in full. If you regularly pay more than the Minimum Payment Due, you will pay less in Interest Charges, and it may take less time for you to pay off your balance. We reserve the right to change at any time the manner in which the Minimum Payment Due is calculated, subject to any notices required by applicable law.

**Promotional Programs.** From time to time, we may make promotional offers to you, which may include deferred interest programs or reduced annual percentage rate offers, among other promotional terms. For deferred interest programs, Interest Charges will accrue from the date of the Purchase, but will be waived if you pay the entire amount of the Purchase during the promotional period. If you do not pay the full balance of the Purchase during the promotional period, Interest Charges accruing from the time of the Purchase are added to your Account balance. You will be required to pay your Minimum Payment Due during the promotional period and will have to pay more than the Minimum Payment Due to pay the full balance of the Purchase during the promotional period. **The specific promotional terms, if offered, are found on the sales slip you received at the time of your transaction.** If you are delinquent in paying any amount of a Minimum Payment Due during the promotional period or otherwise fail to meet your obligations under this Agreement during any promotional period, in addition to any other rights we have under this Agreement or under applicable law, we may cancel the promotional offer and apply the terms of this Agreement to any promotional balances, to the extent not prohibited by applicable law, and add any accrued Interest Charges to your outstanding balance at that time.

**Deferred Interest Promotional Programs.** For Deferred Interest Promotional Programs, finance charges will accrue from the date of the transaction or, if later, the date of delivery of the goods purchased, but will be waived if you pay the entire amount of the Purchase during the promotional period. If you do not pay the full balance of the Purchase during the promotional period, finance charges accruing from the time of the Purchase are added to your Account balance. You will be required to pay at least your Minimum Payment Due during the promotional period and will have to pay more than the Minimum Payment Due to pay the full balance of the Purchase during the promotional period.

**\*\*Annual Fee.** An annual fee of \$49 applies to all Accounts used to purchase goods or services other than household furniture. If an annual fee applies to your Account, it will be charged the day we open your Account and each thereafter on the anniversary date. The annual fee will be billed to your account as a Purchase and will accrue interest; it is non-refundable.

**Late Payment Fee.** You will be charged a Late Payment Fee of \$25 if you fail to pay the Minimum Payment Due in full within 10 days of the Payment Due Date shown on your statement.

Seller's State	Late Payment Fee
All States	Up to \$25

**Returned Payment Fee:** If you pay with a check and your check is returned to us by your financial institution unpaid or dishonored, we may charge you a returned payment fee. This fee is equal to: (1) \$28 if you have not had a payment dishonored in any of the past six billing cycles; or (2) \$35 if you have had a payment dishonored in any of the past six billing cycles. You fail to pay the fee we will add it to your account balance. We are not required to present payment instruments more than once to the drawee for payment. This fee will be added to your account balance.

Seller's State	Returned Payment Fee
All States	Up to \$35

**Payment Requirements.** Payments must be made in U.S. Dollars at the address reflected on your billing statement. We may delay crediting payments that are received at addresses other than that reflected in your billing statement. Any payment received at the address reflected in your billing statement prior to 5 p.m. CT will be credited as of the date of receipt. Payments received after 5 p.m. CT will be credited as of the next business day. If your Payment Due Date falls on a day in which there is no scheduled mail delivery, a payment received the next business day will be credited as of the Payment Due Date.

**Notice About Electronic Check Conversion.** When you provide a check as payment, you authorize us to either use the information from your check to create a one-time electronic fund transfer from your account or to process the payment as a check transaction. In addition, when you authorize us by phone, in writing or by computer to make payment(s) on your account with us from your financial institution, we will also use information from your check or information which you give us to make (an) electronic fund transfer(s) from the financial account you specify and in the amount(s) you request. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. If your payment is returned unpaid, you authorize us to make a one-time electronic fund transfer from your account and to collect a Returned Payment Fee, in the amount set forth above, for each payment returned unpaid. If your check payment is returned unpaid, we may elect to electronically re-present your check up to two more times.

**Automatic Payments.** Enrollment in automatic payments is optional. If you agree to enroll in an Automatic Payment Plan, you authorize us to initiate electronic fund transfers (EFTs) by debit entries drawn on the bank account, debit card, or credit card you identify for such payments (or, if you change the account, such account after you notify us of the change) in the amount of the Minimum Payment Due reflected on your billing statement. You have the right to receive notice of EFTs that vary in amount from prior EFTs and agree that the disclosure of the Minimum Payment Due in your billing statement satisfies this right. You may instruct us to process EFTs in amounts that differ from the Minimum Payment Due, but the change will not be effective until 3 business days from our receipt of your instruction to change the payment amount. EFTs will be processed on the Payment Due Date reflected in your statement. You agree that the account you identify for EFTs is legitimate, open, and active and that you are authorized to use the account. You also expressly agree to notify us promptly of any changes in information related to the account from which payments are debited, including, but not limited to, closing of the account and changes in account numbers. Once enrolled in the Automatic Payment Plan, we will process EFT transactions each month on the Payment Due Date in accordance with your authorization until you notify us that you wish to terminate the Automatic Payment Plan agreement or we elect to termination your enrollment in the Automatic Payment Plan. We may terminate your Automatic Payment Plan at any time and for any reason, including (but not limited to) your default. You may terminate your Automatic Payment Plan only by contacting us at the telephone number in your monthly statement. You agree to give us sufficient advance notice to allow us and your financial institution a reasonable opportunity to act on your request. You understand and agree that your financial institution may charge you fees in connection with your enrollment in the Automatic Payment Plan, and agree that we are not responsible for reimbursement or payment of any such fees. Participation in the Automatic Payment Plan is not required to continue using your Account. You may elect to cancel your enrollment in the Automatic Payment Plan at any time.

**Application of Payments.** We will apply your payments as required by law, and if applicable law does not specify any requirements we may apply the payments in any order we choose. Generally, we will apply payments first to principal, then to accrued and unpaid Interest Charges, then to fees. If you pay more than your Minimum Payment Due in the last two cycles before a deferred interest promotional period expires, we will apply the excess amounts to the balance subject to the deferred interest promotion. If there are multiple deferred interest promotional balances, in the last two cycles before a deferred interest promotional period expires, payments in excess of the Minimum Payment Due will be applied to promotional Purchases in the order in which they were made.

**Default.** You are in default if you do not make a Minimum Payment Due on your Account on or before the Payment Due Date or if you become bankrupt, insolvent, or die.

**Our Rights in the Event of Default.** If you are in default under this Agreement, after providing any notices and right to cure required by applicable law, we may, at our option and as permitted by law do any one or more of the following: (i) declare your entire Account balance immediately due and payable and proceed to collect it; (ii) close your Account, or suspend or revoke your ability to make additional Purchases under the Account ; (iii) except as may be prohibited by applicable law, recover from you all charges, costs and expenses, including all court costs, collection costs and reasonable attorney's fees (when the Account is referred for collection to attorneys who are not our salaried employees) incurred or paid by us in exercising any right, power or remedy provided by law or this Agreement; (iv) reduce your Credit Limit; (v) cancel any promotional offer or promotional program and apply the terms of this Agreement to any promotional balances, to the extent not prohibited by applicable law, and add any accrued finance charges to your outstanding balance at that time; and (vi) exercise all other rights, powers, and remedies given by law, Finance charges will continue to accrue on the Account at the applicable Annual Percentage Rate until it is paid in full.

**Cancellation.** You may cancel your Account at any time by notifying us in writing that you wish for your Account to be closed and by paying us the entire balance in full. At our sole discretion with or without cause, we may suspend your ability to make Purchases with your Account or close your Account, provided that if you are not in default of this Agreement, you will be allowed to repay any remaining balance over time pursuant to this Agreement. We will not terminate an account prior to its expiration date solely because the account did not incur a finance charge.

**Credit Investigation and Information.** You agree we may investigate your credit, employment, and financial status. You authorize us to obtain a credit report and any other information about your creditworthiness in connection with processing your application for credit, and subsequently in connection with any extension of credit, request to increase credit limits, or any renewal or update of your account, or to take collection action on the account, or to investigate disputes regarding the account. At your request, we will inform you if such reports were ordered, and the names of the credit bureaus that provided reports. You authorize the Department of Defense and its various departments and commands to verify your social security number or other identifier and disclose your home address to the authorized holder of this Agreement for purposes of performing or enforcing the terms of this Agreement. You authorize any past or present employer to confirm employment or communicate with us regarding your indebtedness to us if you fail to meet the terms and conditions of this Agreement. We use information furnished solely in connection with performing or enforcing the terms of this Agreement.

**Credit Reporting.** You agree that FinWise Bank and Great American Finance, and each of their agents, successors, assigns or affiliates may obtain information about you from third parties, including, but not limited to, consumer reporting agencies at any time while your Account is open. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you think we reported incorrect information to a credit bureau, write us at the Customer Service address listed below. We will investigate the matter, and if you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you, we will tell you in writing or by telephone.

**Amendments.** You agree that we may change any of the terms of this Agreement, including the amount and method of computing the Interest Charge and the applicable monthly periodic rate, at any time, subject to limitations and/or notices imposed or required by law.

**Consent to Receive Electronic Disclosures.** If at the time of opening your Account you agreed to receive electronic notices and disclosures in connection with your Account, we will send notices and disclosures (including billing statements) to the location (such as an electronic mail address) you provided. You agree to promptly notify us of any changes that would affect your ability to receive electronic communications at this location, including any changes to your electronic mail address or access to the electronic mail address you identified.

**Communication about this Account.** If you change your contact information such as any billing address, telephone number or email address, you must notify us immediately. You authorize us, or anyone acting on our behalf, to contact you at any address, telephone number, cellular phone number, email address, or any other electronic address that you have provided, may provide in the future, or that we may obtain or discover belongs to you. You authorize Great American Finance, FinWise Bank, and any service provider to those parties to call, send text messages, or contact you using automatic telephone dialing systems, prerecorded messages, preset electronic messages, or any other electronic messaging system. Standard telephone and text charges may apply if we contact you. Contact your service provider for more details. You agree and acknowledge that any email or other electronic address you provide is your private address and that any cell phone number you provide is your private number and is not accessible to unauthorized third parties. You agree that your consent to be contacted as described above may only be revoked by calling 866-944-2326. You agree we may monitor and record your telephone conversations with us and authorize us to contact you by telephone for any lawful purpose. If you do not wish your telephone conversations with us to be monitored or recorded, you should conduct any business with us in person or by writing.

**Notice of Change in Contact Information.** You agree to promptly notify us of any change in your contact information, including the address and phone number listed at the top of this Agreement, and any electronic mail addresses provided to us for purposes of communicating with you regarding this Account. You agree to notify us by writing at Great American Finance Holdings, 200 S Michigan Ave, Chicago, 60604.

**General.** You agree that if we grant any waiver, modification or other indulgence of any kind at any time, it shall apply only to the specific instance involved and will not act as a waiver, modification or indulgence for any other or future act, event or condition. We may delay enforcing any of our rights under this Agreement without losing them in accordance with applicable law. Time is of the essence of this Agreement. You may not assign this Agreement without our prior written consent. We may assign this Agreement or any rights to payment under the Agreement without your consent. This Agreement constitutes the entire Agreement between the parties and no other agreements, representations, or warranties other than those stated herein shall be binding unless reduced to writing and signed by all parties. You understand that Seller and Great American are independent entities and are not employees or agents of one another.

**Electronic Signatures.** If you elect to sign this Agreement electronically, you intend (i) your signature to be an electronic signature under federal and state law; (ii) any printout of our electronic record of this Agreement and related notices to be an original document; and (iii) to conduct business with us by electronic records and electronic signatures.

**EQUAL CREDIT OPPORTUNITY ACT:** The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission.

**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).

The following arbitration clause does not apply if, on the date you submit your Application or on the date we seek to invoke the arbitration clause, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about whether you are covered by the Military Lending Act, please contact us at 866-944-2326.

**ARBITRATION CLAUSE:** By signing below, Borrower and Lender agree to this Arbitration Clause (“Clause”). This Clause is in question and answer form so it is easier to understand. This Clause is part of this Note and is legally binding.

BACKGROUND AND SCOPE		
Question	Short Answer	Further Detail
What is a Dispute?	A disagreement	In this Clause, “ <i>Dispute</i> ” has a broad meaning. “ <i>Dispute</i> ” includes all claims and disagreements related to my application, this Note, the, the Loan, or my dealings with Lender. It includes claims and disagreements about any prior applications and agreements. It includes claims related to collections, privacy, and customer information. It includes claims and disagreements that usually would be resolved in court. “ <i>Dispute</i> ” also includes claims and disagreements I have with Related Parties.
Who is a “Related Party”?	Usually a person or company related to Lender	“ <i>Related Parties</i> ” are Lender’s affiliates. They also are employees, directors, officers, shareholders, members, and representatives of Lender and its affiliates. “ <i>Related Parties</i> ” also means any person or company involved in a Dispute I pursue while I pursue a Dispute with Lender.
What is arbitration?	An alternative to court	In arbitration, a third party arbitrator (“ <i>TPA</i> ”) solves Disputes in a hearing (“ <i>hearing</i> ”). It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster, and less costly than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt-out of this Clause?	Yes, within 60 days	If I do not want this Clause to apply, I have 60 days from the Loan Date to opt out. To opt out, I must tell Lender in a writing I send to the Notice Address. I must give my name, address, Loan number and Loan Date. I must state that I “opt out” of this Clause. I may not send my notice electronically.
What is this Clause about?	The parties’ agreement to arbitrate Disputes	Lender and I agree that any party may arbitrate or demand arbitration of any Dispute unless I opt out or the law does not allow it.
Who does the Clause cover?	Lender and me	This Clause covers Lender and me. This Clause also applies if I have a Dispute with a Related Party related in some way to my application, this Note, the Vehicle, the Loan, or my dealings with Lender. Related Parties are not bound by this Clause. I may not compel a Related Party to arbitration. A Related Party may compel me to arbitrate Disputes that are covered by this Clause.
What Disputes does the Clause cover?	Most Disputes that normally would go to court (except certain Disputes about this Clause and certain claims involving public injunctive relief)	This Clause covers Disputes that involve Lender (or a Related Party) and me. <b>But, “Disputes” does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. These are for a court and not the TPA to decide. In addition, this Clause does not require Lender or me to submit to arbitration a request for injunctive relief under applicable statutes, which relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the general public. Claims involving requests for public injunctive relief under applicable statutes may be pursued in a court of competent jurisdiction by Lender or me. Except as expressly described in the foregoing sentences, all other Disputes remain subject to this Clause.</b>
Who handles the arbitration?	Usually JAMS	<p>Arbitrations must be conducted under this Clause. The arbitration company will be either:</p> <ul style="list-style-type: none"> <li>• JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.org">www.jamsadr.org</a>; or</li> <li>• Any other company the parties choose together.</li> </ul> <p>If either option is unavailable, the parties may agree to an independent TPA or a court will pick the TPA or arbitration company. <b>No arbitration may be held without Lender’s consent by an arbitration company or TPA that would allow class arbitration under this Clause.</b></p> <p>The TPA will be selected under the arbitration company’s rules. Unless Lender and I agree otherwise, the TPA must be a lawyer with 10 or more years of experience or a retired judge.</p>



<b>What rules apply to the arbitration?</b>	<b>Usually, the arbitration company rules</b>	If the parties use an arbitration company such as JAMS, that company's consumer arbitration rules will apply. If the parties chose an independent TPA, then such TPA will follow the JAMS consumer arbitration rules. In any case, the TPA will not apply any state or federal rules of civil procedure or evidence. Arbitration rules that conflict with this Clause do not apply.
<b>Can Disputes be brought to court?</b>	<b>Sometimes</b>	Either party may sue if the other party does not demand arbitration. Lender will not demand arbitration of any lawsuit I bring for myself in small claims court. But, Lender may demand arbitration of any appealed small claims decision or any small claims action brought as a class.
<b>Am I giving up any rights?</b>	<b>Yes</b>	<p><b>For Disputes subject to this Clause, I give up my right to:</b></p> <ol style="list-style-type: none"> <li><b>1. Have juries decide Disputes.</b></li> <li><b>2. Have courts, other than small claims courts, decide Disputes.</b></li> <li><b>3. Serve as a private attorney general or in a representative capacity.</b></li> <li><b>4. Join a Dispute I have with a dispute by other consumers.</b></li> <li><b>5. Bring or be a class member in a class action or class arbitration.</b></li> </ol> <p><b>Lender also gives up the right to a jury trial and to have courts decide Disputes Lender wishes to arbitrate.</b></p>
<b>Can I or anyone else start class arbitration?</b>	<b>No</b>	The TPA <u>may not</u> handle a class or representative Dispute. All Disputes under this Clause must be arbitrated or decided by individual small claims case. This Clause will be void if a court allows the TPA to decide a Dispute on a class basis and such ruling is not reversed on appeal.
<b>What law applies?</b>	<b>The Federal Arbitration Act ("FAA")</b>	The FAA governs this Clause. The TPA must apply law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Constitutional standards that apply in court proceedings govern punitive damage awards.
<b>Will anything Borrower does negate this Clause?</b>	<b>No, though I can opt out</b>	This Clause stays in force if I: (1) cancel the Loan; (2) default, refinance, prepay or pay my Loan in full; or (3) go into bankruptcy. I can opt out as described above.

PROCESS		
Question	Short Answer	Further Detail
What must be done before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, Claimant must give a Dispute Notice as required above. If I am the Claimant, I or my attorney must sign the Dispute Notice. I must give the Loan number and a contact number for me or my attorney. Collections letters from Lender are Dispute Notices. Each Dispute Notice (other than collections letters) must give at least 30 days to settle the dispute.
How does arbitration start?	Follow the rules of the arbitration company	If the parties do not settle the Dispute within the 30-day period, Claimant may file a small claims case or start arbitration. To start arbitration, the Claimant picks the arbitration company and follows its process. If one party sues or threatens to sue, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party sues on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no suit can be brought and any current suit must stop.
Will any hearing be held nearby?	Yes	Any in-person hearing must be at a place convenient to me. The TPA may decide that an in-person hearing is not needed. A Dispute may be resolved in writing and by conference call.
What about appeals?	Very limited	The FAA limits appeal rights. For Disputes over \$50,000, any party may appeal the award to a panel of three TPAs. The arbitration company or the parties choose the panel. This panel will review anything appealed in the initial award. The panel's decision will be final, except for any FAA appeal right. Any suitable court may enter judgment upon the TPA panel's award.

ARBITRATION FEES AND AWARDS		
Question	Short Answer	Further Detail
Who pays arbitration fees?	Usually Lender does	Lender will pay all filing, hearing, and TPA fees if I act in good faith, cannot get a fee waiver, and ask Lender to pay.
When will Lender cover my legal fees and costs?	If I win	If the TPA finds for me, Lender will pay my reasonable fees and costs for attorneys, experts, and witnesses. Lender also will pay these costs if the law or the TPA rules require or if required to enforce this Clause. Even if my Dispute is for a small amount, the TPA will not limit the award of such costs.
Will I ever owe Lender for fees or costs?	If I act in bad faith	The TPA can make me pay Lender's arbitration, attorney, expert, and witness fees and costs if it finds that I have acted in bad faith (per the Fed. Rules of Civ. Proc. § 11(b) standard). This power does not void this Clause.
Can a failure to resolve a Dispute informally mean a larger recovery for me?	Yes	If Borrower wins the arbitration, Borrower may be entitled to a minimum award of \$7,500. To get the minimum award, I first must comply with this Clause. Secondly, the TPA must award money damages to me in an amount that is greater than the last amount I asked for in settlement, if I asked for such amount at least ten days before arbitration began. The base award is separate from attorneys' fees and expenses, and expert witness costs which I may get. The minimum award applies to all Disputes I raise or could raise. This Clause <i>does not allow</i> multiple awards of \$7,500. Settlement demands and offers are confidential. They may not be used in any way by either party except to support a minimum award.
Can an award be explained?	Yes	Within 14 days of the ruling, a party may ask the TPA to explain its ruling. Upon such request, the TPA will explain the ruling in writing.

## STATE NOTICES:

**NOTICE TO CALIFORNIA RESIDENTS:** Applicants may 1) use the credit account up to its credit limit after credit approval; 2) be liable for amounts extended under the plan to any joint applicant. 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.

**NOTICE TO MISSOURI RESIDENTS:** Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

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

**NOTICE TO NEW JERSEY RESIDENTS:** The section headings of the Note are a table of contents and not contract terms. Because certain provisions of this Agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**NOTICE TO NEW YORK RESIDENTS:** A consumer report may be requested with your loan application. Upon request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports, other than investigative consumer reports, may be requested or utilized in connection with an update, renewal, or extension of the credit, employment, insurance, or rental or lease of residences for which application was made.

**NOTICE TO 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.

**NOTICE TO UTAH RESIDENTS:** As required by Utah 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. This written agreement is a final expression of the agreement between you and us and the written agreement may not be contradicted by evidence of any alleged oral agreement.

**NOTICE TO WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under Wis. Stats. §766.59, or a court decree under Wis. Stats. §766.70 adversely affect the interest of the creditor unless the creditor is furnished a copy of the decree, agreement, statement, or has actual knowledge of the adverse provision prior to the time credit is granted.



## YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

### What to Do If You Find A Mistake on Your Statement

If you think there is an error on your statement, write to us at:

Great American Finance Holdings, LLC c/o FinWise Bank  
200 S Michigan Avenue, Suite 450  
Chicago, Illinois 60604

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake?

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we think the bill is correct.

While we investigate whether there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question, or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount, we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct. Your Great American Line of Credit is funded by FinWise Bank.



[www.greatamericanfinance.com](http://www.greatamericanfinance.com) • [customerservice@greatamericanfinance.com](mailto:customerservice@greatamericanfinance.com)

**866-944-2326**

**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 PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

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

**NOTICE TO BUYER – DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN. YOU HAVE A RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE.**

By signing below, you acknowledge your understanding of the terms of this Agreement, including your rights with respect to any disputes you have with us. To the extent that more than one person signs this Agreement, you agree to be jointly and severally liable for payment of Account balances and compliance with this Agreement, and that we may enforce this Agreement against one or both of you. **By signing below, you agree to the terms of and acknowledge receipt of a completed copy of this Agreement, which includes an arbitration provision.**

# Great American Finance Holdings, LLC - Privacy Policy

March 2021

## FACTS WHAT DOES GREAT AMERICAN FINANCE HOLDINGS, LLC 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 credit scores

### 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 Great American Finance Holdings, LLC chooses to share; and whether you can limit this sharing.

REASON WE CAN SHARE YOUR PERSONAL INFORMATION	DOES GAFH SHARE?	CAN YOU LIMIT THIS SHARING?
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	YES	NO
<b>For our marketing purposes</b> - to offer our products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	NO	We do not share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences	YES	NO
<b>For our affiliates' everyday business purposes</b> - information about your creditworthiness	NO	We do not share
For our affiliates to market to you	YES	YES
For nonaffiliates to market to you	YES	YES

### TO LIMIT OUR SHARING:

- Mail the **form** below or call us at 312-332-7119.

#### Please Note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

## Questions? Call 312-332-7119

### Mail in Form

Mark any/all you want to limit:

- ☐ Do not allow your affiliates to use my personal information to market me.
- ☐ Do not share my personal information with nonaffiliates to market their products and services to me.

Name: \_\_\_\_\_  
Account #: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

#### Mail To:

Great American Finance Holdings, LLC  
c/o FinWise Bank  
Customer Account Servicing  
200 S Michigan, Suite 450  
Chicago, IL 60604



[www.greatamericanfinance.com](http://www.greatamericanfinance.com) • [customerservice@greatamericanfinance.com](mailto:customerservice@greatamericanfinance.com)

**866-944-2326**

## WHO WE ARE

Who is providing this notice?

Great American Finance Holdings, LLC

## WHAT WE DO

### How does Great American Finance Holdings, LLC 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 Great American Finance Holdings, LLC collect my personal information?

We collect your personal information, for example, when you:

- Apply for a loan or give us your employment information
- Pay your bills or give us your income information
- Use your credit or debit card

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 nonaffiliates to market to you

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

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

Your choices will apply to everyone on your account.

## DEFINITIONS

### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.  
*Our Affiliates include Castle Credit Co Holdings, LLC*

### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.  
*Nonaffiliates we share with include Merchant Partners who sell products or services you have bought.*

### Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  
*Our joint marketing partners include Merchant Partners or other lenders.*

## OTHER IMPORTANT INFORMATION

### Information for California and Vermont Residents:

In response to Vermont regulation and California law, we will automatically treat accounts with Vermont and California addresses as if you marked all boxes on the mail-in form on the first page to limit the sharing of your information. There is no need to return the mail-in form to us.

**California Residents:** We will not disclose your personal information to non-affiliated third parties with whom we have joint marketing agreements and we will not disclose information about your transactions and experiences with us to our affiliates.

**Vermont Customers:** Vermont laws and regulations require financial institutions to obtain an "opt-in" consent from a consumer prior to sharing nonpublic personal information with an affiliate or with a nonaffiliated third party. 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.





<b>FACTS</b>	What Does <b>FinWise Bank</b> Do with Your Personal Information?
<b>Why?</b>	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.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances, payment and transaction history</li> <li>• Credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	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 FinWise Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does FinWise Bank share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureau	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	Yes	Yes

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Please call us at 312-332-7119; or</li> <li>• Mail the form below</li> </ul> <p>Please note: If you are a <i>new</i> customer, for the reasons we can share your information and for which you can limit sharing, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call 312-332-7119 or go to <a href="http://www.greatamericanfinance.com">www.greatamericanfinance.com</a>

✂

Mail-in-Form		
Mark any/all you want to limit: <input type="checkbox"/> Do not share my personal information with nonaffiliates to market their products and services to me.		
Name		Mail to: FinWise Bank, c/o Great American Finance 200 S Michigan Ave., Suite 450 Chicago, IL 60604
Address		
City, State, Zip		
Account #		



Who we are	
Who is providing this notice?	FinWise Bank
What we do	
How does FinWise Bank protect my personal information?	<p>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.</p> <p>FinWise Bank's policy is such that access to confidential information is provided only to those employees who need to know such information to administer your account(s).</p>
How does FinWise Bank collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Apply for a loan or pay your bills</li> <li>• Give us your contact information, employment history or income information</li> <li>• Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes - information about your credit worthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Our affiliates include companies with a Holding Company interest in the Bank, our Holding Company is "FinWise Bancorp".</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• We share with nonaffiliates including merchant partners who sell products or services you have bought so they can market to you.</li> </ul>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Our joint marketing partners include financial service providers, such as online lending platforms.</li> </ul>