

Terms & Conditions

Loan Agreement Terms and Conditions (Unsecured Personal Loan)

This Loan Agreement ("Agreement") is entered into between you, a resident of (United States of America) and Capital One Finance Group up Company ("Lender"), a financial institution incorporated under the laws of [US State]

1. Loan Amount:

The Lender agrees to provide the Borrower with an unsecured personal loan in the amount of [Loan Amount] under the " Capital One Finance Group " or "Reversal Credit" program, subject to the terms and conditions set forth herein.

2. Interest Rate:

The Principal Amount shall accrue interest at the annual percentage rate ("APR") of [6.99%]. Interest shall be calculated on the outstanding Principal Amount and shall be payable [Monthly] in arrears. The Borrower acknowledges and agrees to the interest rate as stated herein. The APR disclosed herein shall comply with all applicable federal and state laws.

3. Term:

The term of this loan shall be requested years/months, commencing from today, unless otherwise terminated earlier in accordance with the terms herein. The Borrower shall repay the loan within the specified term as per the agreed-upon repayment schedule. The term may be subject to extension or modification upon mutual written agreement of both Parties.

4. Repayment:

The Borrower shall repay the Principal Amount and accrued interest in [Equal/Variable] installments over the term of the loan. The repayment schedule is discussed with you over the phone call. Payments shall be made by [verified bank debit]. The Borrower shall ensure that payments are made on time and in full accordance with the repayment schedule. Late payments may incur additional fees and penalties as per the terms of this Agreement.

5. Prepayment:

The Borrower reserves the right to prepay the outstanding Principal Amount and accrued interest at any time, in whole or in part, without penalty. Any prepayment shall be applied first to accrued interest and then to the Principal Amount. The Borrower shall notify the Lender in writing of any intention to

prepay the loan. Partial prepayments shall not relieve the Borrower of its obligation to make future scheduled payments.

6. Default:

The Borrower shall be considered in default under this Agreement if:

- Failure to make timely payments of principal and/or interest.
- Breach of any other provision of this Agreement.

In the event of default, the Lender shall have the right to put the SSN under frauds & embezzlement, as permitted by applicable law. The Borrower shall be liable for any costs, expenses, or damages incurred by the Lender as a result of the default. The Lender shall provide written notice to the Borrower of any default and shall afford the Borrower a reasonable opportunity to cure the default, if applicable.

7. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the US. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of United States of America. Both Parties hereby irrevocably consent to the jurisdiction of such courts and waive any objection to venue in such courts.

8. Representations and Warranties:

The Borrower represents and warrants that:

- The information provided in connection with this loan application is true, accurate, and complete.
- The Borrower has the legal capacity and authority to enter into this Agreement and fulfill its obligations hereunder.
- The Borrower is not currently a party to any legal proceeding that could materially affect its ability to repay the loan. The Borrower agrees to promptly notify the Lender of any material change in the information provided herein.

9. Confidentiality:

Both Parties agree to keep all information exchanged in connection with this Agreement confidential and shall not disclose such information to any third party without the prior written consent of the other Party, except as required by law. This confidentiality provision shall survive the termination of this Agreement.

10. Indemnification:

The Borrower agrees to indemnify, defend, and hold harmless the Lender, its officers, directors, employees, and agents from and against any and all claims, losses, liabilities, damages, costs, and expenses (including attorney's fees) arising out of or in connection with any breach of this Agreement by the Borrower.

11. Assignment:

The Borrower may not assign its rights or obligations under this Agreement without the prior written consent of the Lender. Any attempted assignment in violation of this provision shall be null and void.

12. Severability:

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

13. Waiver:

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision of this Agreement. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party.

14. Entire Agreement:

This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, discussions, and understandings, whether oral or written. This Agreement may only be amended by a written instrument signed by both Parties.

15. Execution:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be considered valid for all purposes.

