

## PIER PERSONAL LOAN TRUTH IN LENDING ACT DISCLOSURE

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Date:

**BORROWER:**

**CREDITOR:**

Pier Lending LLC  
575 Market Street, Suite 717  
San Francisco, CA 94105

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you on your behalf	The dollar amount you will have paid when you have made all payments as scheduled

### YOUR PAYMENT SCHEDULE WILL BE

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
1		

**Prepayments:** If the Borrower pays off all or any part of the loan early, the Borrower will not have to pay a penalty. If the Borrower makes a partial prepayment, it may reduce the number of payments the Borrower must make or the amount of the final payment, but you must continue to make a full payment each month until the Borrower has paid all amounts due.

**Fixed Interest Rate:** This is a Fixed Interest Rate transaction. Your Fixed Interest Rate will not change over the term of the loan.

**Estimates:** All numerical calculations are estimates. The Annual Percentage Rate calculation assumes a 12 month day year although interest will accrue daily based on the actual number of days in the calendar year. See your loan agreement for any additional information about nonpayment, default, any required payment in full before the scheduled date and prepayment refunds and penalties.

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### ITEMIZATION OF AMOUNT FINANCED

Amount Given to You Directly	
Amount paid to other(s) on your behalf	
Amount Financed (Total Amount Provided)	

<b>Prepaid finance charges (Origination Fee)</b>	
<b>Total Loan Amount</b>	

**Lender:**

**Pier Lending LLC**  
**575 Market St, Suite 717**  
**San Francisco, CA 94105**

**Borrower Name:**

**Loan Agreement for Pier Lending LLC Personal Loan Program**

The Loan Agreement applies to, and is part of, my Application. My signature on the Application certifies that I have read, understand and agree to this Loan Agreement. In this Loan Agreement, except as otherwise indicated, the words “I,” “me,” “my,” and “mine” mean all parties obligated hereunder, including the Borrower and any Co-Borrower/Joint Applicant, unless the language refers to only one of the other. The words “you,” “your,” “yours,” and “Lender” mean **Pier Lending LLC**, San Francisco, CA, its successors and assigns, and any other holder of my Loan

**A. AGREEMENT TO PAY**

I agree to pay you, or YOUR SUCCESSORS OR ASSIGNS, the sum of the total principal amount of the Loan which includes an amount equal to the Loan Origination Fee, if any, described in the Disclosure Statement issued to me under the Truth in Lending Act (the “Total Loan Amount”); and as set forth in this Loan Agreement, interest on the Total Loan Amount; interest on any unpaid accrued interest added to the Total Loan Amount; reasonable costs of collection attorney’s fees; and other fees, charges and costs as provided in this Loan Agreement.

**B. IMPORTANT – READ THIS CAREFULLY**

1. By completing and signing the Application, and submitting it to you, either directly or through some other person, I am requesting that you make a Loan to me on the terms described in this Loan Agreement and in an amount equal to all or part of the Loan Amount Requested. When you receive my Application, you are not agreeing to lend me money. You have the right not to make a Loan or to lend an amount less than the Loan Amount Requested. If you decide to make a Loan to me, you will disburse the Loan funds either (a) directly to me electronically or (b) directly to the holders of my unsecured consumer debts as specified by me in my Application (“Prior Debts”).

2. I may cancel my application without any fee or penalty prior to funding of the loan, as long as I provide you with sufficient advance notice to stop the loan funding.
  3. Decreasing the Total Loan Amount – You can decrease the Total Loan Amount (i) based on updated payoff information you subsequently receive on the Prior Debts I have identified in my Application, (ii) if I ask you in writing to remove a Prior Debt from this Loan after I provide this signed Loan Agreement but prior to disbursement, or (iii) by refusing to disburse loan proceeds to the holders of my Prior Debts if doing so is prohibited by law.
  4. Updated Payoff Information – If after loan proceeds are disbursed on my behalf, I receive updated payoff information showing that additional amounts remain owing on the Prior Debts I have identified for payoff, I will promptly pay the holders of my Prior Debts the additional amounts that remain owing on my Prior Debts and you will not be responsible in any way for paying off those amounts.
  5. **HOW I AGREE TO THE TERMS OF THIS LOAN.** If you agree to make a Loan to me, you will send me a Disclosure Statement under the Federal Truth in Lending Act. The Disclosure Statement will tell me the Total Loan Amount, the annual percentage rate on my Loan, and the amount of any fees. The Disclosure Statement is incorporated herein by this reference. My contractual obligation on this Loan Agreement will begin when loan proceeds are disbursed to me or to the holders of my Prior debts. To the extent any information in the Disclosure Statement conflicts with the information in this Loan Agreement, the information in the Disclosure Statement governs.
- C. DEFINITIONS**
1. **“Application”** means the Application, whether in paper or electronic form, which incorporates this Loan Agreement, by which I request that you make a Loan to me, and agree to repay any Loan that you make on the terms set forth in this Loan Agreement.
  2. **“Disbursement Date”** means the date you issue money to me.
  3. **“Disclosure Statement”** means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act provided to me in connection with the Loan.
  4. **“Co-Borrower/Joint Applicant”** means for purposes of the Agreement, a co-borrower or joint applicant who resides in the same household as the primary applicant as of the date of this Agreement.
  5. **“Loan”** means all sums disbursed to me or the holders of my Prior Debts, all amounts added to the principal balance,

including any loan origination fee, and all interest and other amounts due as provided in this Loan Agreement.

6. **“Loan Amount Requested”** means the dollar amount of the Loan requested by me in my Application
7. **“Agreement”** means this Loan Agreement setting the terms applicable to my Loan. The Term “Agreement” also includes the Application and the Disclosure Statement, the terms of the Disclosure Statement shall govern.
8. **“Repayment Period”** means the period beginning on the Disbursement Date and continuing for the number of scheduled installment payments as set forth in my Disclosure Statement.

#### **D. INTEREST**

1. **Accrual** – Beginning on the Disbursement Date, interest will accrue at the Fixed Interest Rate indicated on the Disclosure Statement for the term of my Loan, on the principal balance of my Loan outstanding from time to time. Interest will be calculated on a daily simple interest basis according to the outstanding principal balance each day during the term of the Loan. The daily interest rate will be equal to the annual interest rate in effect on that day, divided by the actual number of days in that calendar year.
2. **Capitalization** – I agree that you may, at your option, and unless otherwise prohibited by applicable law, add all accrued and unpaid interest to the principal balance of my Loan (“capitalized interest”) at the end of any authorization period of forbearance. In all cases, thereafter, interest will accrue on the new principal balance. In addition, to the extent permitted by applicable law, if I am in default on my Loan, you may, at your option, add all accrued and unpaid interest to the principal balance of my Loan upon such default. Thereafter, interest will accrue on the new principal balance at the Fixed Interest Rate.
3. **Calculation** – The Fixed Interest Rate will be identified on the Disclosure Statement you send me. If my loan has a Fixed Interest Rate it will not increase or decrease over the life of my Loan. If at any time the Fixed Interest Rate as provided in this Section is not permitted by applicable law, interest will accrue at the highest rate allowed by applicable law.

#### **E. TERMS OF REPAYMENT**

1. **Repayment Period** – The Repayment Period will begin on the Disbursement Date and will continue for the period specified in the Disclosure Statement. The amounts shown on my monthly statements will be consecutive installments of principal and interest in approximately equal amounts over the number of months in the Repayment Period. During the Repayment Period, you will send me monthly statements electronically (showing Total Loan Amount and the amount of my monthly payment that is due). I will make payments in the amounts and no longer than the payment due dates shown on the electronic billing statements until I have paid all the principal and interest and any other charges I may owe on my Loan.

2. **Amounts Owed at the End of the Repayment Period** – Since interest accrues daily upon the unpaid principal balance of my Loan, if I make payments after my payment due dates, I may owe additional interest. If I have not paid other fees and charges, I will also owe additional amounts for those fees and charges. In such cases you will increase the amount of my last monthly payment to the amount necessary to repay my Loan in full.
3. **Application of Payments** – To the extent permitted by applicable law, payments will be applied first to fees and charges, then to accrued interest to the date payment is received, and then any remainder to the principal balance of my Loan.

#### **F. ORIGINATION FEE**

You may charge me a loan origination fee when loan proceeds are disbursed. The total amount of the estimated loan origination fee, if any, will be disclosed to me on my Disclosure Statement. The amount of the loan origination fee, if any, will be deducted when my loan proceeds are disbursed. If I prepay this Loan in full or in part at any time, I understand that I will not be entitled to a refund of any part of this loan origination fee unless required by law.

#### **G. RIGHT TO PREPAY**

I have the right to prepay all or any part of my Loan at any time without penalty. Any partial payment will be credited against my Loan Balance as described in Section E.3.

#### **H. FORBEARANCE**

You may give me a forbearance in three (3) month increments if I am temporarily unable to make my scheduled loan payments for unemployment. Requests for forbearance must be submitted in accordance with your reasonable procedures and requirements, and the decision to grant my request for forbearance shall be solely at your discretion. During any period of forbearance, regularly scheduled payments of principal and interest on my Loan may be deferred to the extent permitted by applicable law. Except as described above, I understand that I will remain responsible for all interest accruing during any period of forbearance and that to the extent permitted by applicable law you may add any interest that I do not pay any forbearance period to the principal balance as described in Section D.2. I understand that any periods of forbearance will extend my Repayment Period as defined in Section E.1 unless prohibited by applicable law.

#### **I. COLLECTION COSTS**

Unless prohibited by applicable law, I agree to pay you all amounts, including reasonable attorneys’ fees, and collection agency, court and other collection costs that you incur collecting or enforcing the terms of my Loan (collectively, “Collection Costs”) to the extent permitted by applicable law. The Collection Costs that I agree to pay may also include fees and costs incurred in connection with any appellate or bankruptcy proceedings to the extent permitted by applicable law.

## J. DEFAULT

To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under this Agreement, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if: (1) I fail to make any monthly payment to you within thirty (30) days of its due date; or (2) I fail to notify you in writing of a change in my name, address, telephone number, or employment status; or (3) I become the subject of proceedings under the United States Bankruptcy Code or assign my assets for the benefits of my creditors; or (4) I break any of my other agreements in my Application or this Agreement; or (5) I make any false, misleading or materially incomplete statement in applying for this Loan, or to you at any time during the Repayment Period; or (6) I am declared legally incompetent or incapacitated. If I default, you may add all accrued and unpaid interest and other amounts to the principal balance of my Loan upon such default as described in Section D.2. If I default, I will be required to pay interest on this Loan accruing after default at the same rate of interest applicable to this Loan prior to my default. If I default, you may file a lawsuit against me or pursue another action that is not prohibited by law. If you file a lawsuit, you may require me to pay your court costs, expenses and attorney fees, unless the law does not allow you to charge these amounts. You may take these actions without notifying me unless the law requires.

## K. NOTICES

1. I will send written notice to you within ten (10) days after any change in my name, address, e-mail address, telephone number or employment status. I will send such written notice to Pier Lending LLC 575 Market St, Suite 717, San Francisco, CA 94158
2. Any communication between you and the Borrower or any Co-Borrower/Joint Applicant will be binding on the Borrower and any Co-Borrower/Joint Applicant and all disclosures provided by you to the Borrower or Co-Borrower/Joint Applicant will be deemed simultaneously received by all parties. Any notices required to be given to me by you may be given to the Borrower or any Co-Borrower/Joint Applicant and shall be binding on, deemed received by, the Borrower and any Co-Borrower/Joint Applicant will be effective when mailed by first class mail to the latest address you have for me, or when transmitted by electronic communication to the latest e-mail address you have for me.

## L. CREDIT REPORTING & INFORMATION

You or your agents may report information about my account to credit bureaus. Late payments, missed payments or other defaults in my account may be reflected in my credit report.

I understand that the reporting of information about my account to credit reporting agencies may adversely affect my credit rating and my ability to get other credit.

I also agree you may report my name, the fact that I have taken a Loan from Pier Lending LLC and information about my payment history on my account,

## M. JOINT SEVERAL LIABILITY

1. The liability of any Co-Borrower/Joint Applicant to repay this loan in full is in addition to and not in lieu of the obligations of the primary Borrower to repay the loan in full. The Co-Borrower/Joint Applicant agrees to abide by the terms and conditions of this Agreement or any other documents provided or executed as part of the application process as if an original signatory.
2. Calendar has sole discretion to proceed against both the Borrower and any Co-Borrower/Joint Applicant to recover all the amounts due under this Loan Agreement. Further, you can accept instructions from the Borrower or any Co-Borrower/Joint Applicant.

## N. ADDITIONAL AGREEMENTS

1. This Agreement is governed by the laws of the state where the Borrower resides in, without regard to conflict of law rules, except that Section P (Arbitration Agreement) is governed by the Federal Arbitration Act and not by any state law governing arbitration.
2. I agree to update the information on my Application whenever you ask me to do so.
3. My responsibility for paying my Loan is unaffected by your failure to notify me that a required payment has not been made. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present my Application to me for payment or make protest of non-payment to me before suing to collect my Loan if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions. Without losing any of your rights under this agreement, you may accept late payments or partial payments. **I will not send you partial payments marked "paid in full," "without recourse" or with other similar language unless those payments are marked for special handling and sent to Pier Lending LLC 575 Market St, Suite 717, San Francisco, CA 94105, or to such other address or electronic method as I may be given in the future.**
4. **TCPA Consent** – Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from you, your agents, representatives, affiliates or anyone calling on your behalf, I expressly consent to be contacted by you, your agents, representatives, affiliates, or anyone calling on your behalf for any and all purposes arising out of or relating to my Loan, at any telephone number, or physical or email or electronic address I provide or at which I may be reached. Telephone numbers I provide include those I give to you, those from which I or others contact you with regard to my account, or which you obtain through other means. I agree

you may contact me in any way, including SMS messages (including text messages) calls using pre-recorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system. Automated messages may be played when the telephone is answered, whether by me or someone else. In the event that an agent or representative calls, he or she may also leave a message on my answering machine, voice mail, or send one via text. I consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from you, your agents, representatives, affiliates or anyone calling on your behalf at the specific number(s) I have provided to you, or numbers you can reasonably associate with my loan (through skip-trace, caller ID capture or other means), with information or questions about your application or loan. I certify, warrant and represent that the telephone numbers that I have provided to you are my contact numbers. I represent that I am permitted to receive calls at each of the telephone numbers I have provided to you. I agree to promptly alert you whenever I stop using a particular phone number. I also consent to you and your agents, representatives, affiliates or anyone calling on your behalf to communicate with any persons listed in my Application as employment and personal references. YOU AND YOUR AGENTS, REPRESENTATIVES, AFFILIATES AND ANYONE CALLING ON YOUR BEHALF MAY USE SUCH MEANS OF COMMUNICATION DESCRIBED IN THIS SECTION EVEN IF I WILL INCUR COSTS TO RECEIVE SUCH PHONE MESSAGES, TEXT MESSAGES, E-MAILS OR OTHER MEANS.

5. **Call Recording** – I agree that you and your agents representatives, affiliates or anyone calling on your behalf may contact me on a recorded line.
6. I may not assign my Loan Agreement (including my Application) or any of its benefits or obligations. You may assign my Loan Agreement (including my Application) at any time. The terms and conditions of my Loan Agreement apply to, bind, and inure to the benefits of your successors and assigns.
7. If any provision of this Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.
8. A provision of this Agreement may only be modified if jointly agreed upon in writing by you and me.
9. All parties to this Loan Agreement agree to fully cooperate and adjust all typographical, computer, calculation, or clerical errors discovered in any or all of the loan documents including the Loan Agreement and Disclosure Statement. In the event this procedure is used, I will be notified and receive a corrected copy of the changed document.
10. All payments on my Loan will be made in the United States dollars, and if paid by check or draft, drawn upon a financial institution located in the United States. My

obligation to make payments in accordance with Section E.1 is not affected by any withholding taxes required to be paid under any foreign law, and notwithstanding any such law that requires withholding taxes on my payments under my Loan, I agree to make all required payments under this Loan to you or any subsequent holder.

11. My failure to receive a coupon book or statement whether electronically or by mail does not relieve me of my obligation to make any required loan payments in accordance with the terms and conditions of this Agreement.
12. **Limits on Interest, Fees, Charges or Costs** – If a law which applies to this Loan and which sets maximum limits on interest, fees, charges, or costs collected or to be collected in connection with this Loan exceed permitted limits, then: (a) Any such interest, fees, charges or costs shall be reduced by the amount necessary to comply with the permitted limits, and (b) any sums already collected from me which exceed permitted limits will be refunded to me. You may choose to make the refund by reducing the amounts I owe under this Agreement.
13. **MILITARY LENDING ACT:** If I am a member of the armed forces or a dependent of such member covered by the federal Military Lending Act, then any provision of this Loan, including the terms in this Agreement, that is not permitted or enforceable against me under the Military Lending Act shall not apply to me. If I would like more information about whether I am covered by the Military Lending Act, I may contact you at 707-563-1563. IF I AM COVERED BY THE MILITARY LENDING ACT, THEN THE FOLLOWING APPLIES: Federal law provides important protection 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 dependents may not exceed an annual percentage rate of thirty-six percent (36%). This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). To obtain an oral statement regarding the Military Annual Percentage Rate and a description of the payment obligation, I may call the following toll-free number: 707-563-1563.
14. If I sign this Loan Agreement electronically, then: (i) You agree to keep an electronic record of the signed Loan Agreement and provide a printed copy to me upon request, and (ii) I agree to download and print a copy of this Loan Agreement for my records when I sign it. I understand and agree that my electronic signature or a facsimile of my signature will be just as valid as my handwritten signature on a paper document.

15. *NOT NEGOTIABLE. This Loan Agreement is not a promissory note or other "instrument" (as such term is defined in Article 9 of the Uniform Commercial Code). The delivery or possession of this Loan Agreement shall not be effective to transfer any interest in the Lender's rights under this Loan Agreement or to create or affect any priority of any interest in the Lender's rights under this Loan Agreement over any other interest in the Lender's rights under this Loan Agreement.*

#### **O. CERTIFICATIONS & AUTHORIZATIONS OF BORROWER**

1. I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that the information contained in my Application is true, complete and correct to the best of my knowledge and belief and is made in good faith. I certify that the loan proceeds will only be used for unsecured personal, family, or household expenses and not for real estate, business purposes, investment, purchases of securities, post-secondary education or short-term bridge financing.

2. I represent and warrant that any Co-Borrowers/Joint Applicants on this loan reside in the same household as the primary Borrower as of the date of this Loan Agreement.

3. I authorize you and your agents to verify my Social Security number with the Social Security Administration (SSA) and, if the number on my loan record is incorrect, then I authorize SSA to disclose my correct social security number to these persons.

THIS LOAN AGREEMENT CONTAINS AN ARBITRATION PROVISION: TO THE EXTENT PERMITTED UNDER FEDERAL LAW, YOU AND I AGREE THAT EITHER PARTY MAY ELECT TO ARBITRATE AND REQUIRE THE OTHER PARTY TO ARBITRATE ANY CLAIM UNDER THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE PART OF THIS AGREEMENT. EFFECTIVE AS OF JANUARY 7, 2023, THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, I AM A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF I WOULD LIKE MORE INFORMATION ABOUT WHETHER I AM COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THE ARBITRATION AGREEMENT DOES NOT APPLY TO ME, I MAY CONTACT PIER LENDING AT 707-563-1563.

**P. ARBITRATION AGREEMENT – Please read carefully.** Except as expressly provided below, I agree any claim, dispute or controversy arising out of or related to (a) my Loan, my Application, this Agreement, my acceptance of the Loan, or my Disclosure Statement or (b) any relationship resulting from my Loan, or any activities in connection with my Loan, or [c] the disclosures provided or required to be provided in connection with my Loan (including, without limitation, the Disclosure Statement), or the underwriting, servicing or collection of my Loan, or (d) any insurance or other service related to my Loan, or (e) any other agreement

related to my Loan or any such service, or (f) breach of this Agreement or any other agreement, whether based on statute, contract, tort or any other legal theory (collectively, any "Claim") shall be, at my or your election, submitted to and resolved on an individual basis by binding arbitration under the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the "FAA") before the American Arbitration Association ("AAA") under its Consumer Arbitration Rules ("AAA Rules") in effect at the time arbitration is brought, or before any other party that you and I agree to in writing, provided that such party must not have in place a formal or informal policy that is inconsistent with or purports to override the terms of this Arbitration Agreement. The AAA Rules are available online at [www.adr.org](http://www.adr.org). If the AAA cannot serve as administrator and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator. For purposes of this SECTION P, the terms "you," "your," and "yours" and "Lender" include the Lender, any other subsequent holder of my Loan, and all of Lender's and their officers, directors, employees, affiliates, subsidiaries, parents, agents, and service providers. These terms also include any party named as a codefendant with you in a Claim asserted by me, such as loan servicers or debt collectors. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including claims for injunctive or declaratory relief). However, "Claim" does not include (A) any individual action brought by me in small claims court or my state's equivalent court, unless such action is transferred, removed or appealed to a different court, or (B) disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof, which are for a court to decide, provided that disputes about the validity or enforceability of the Loan Agreement as a whole are for the arbitrator to decide.

**RIGHT TO REJECT:** I may reject this Arbitration Agreement by mailing a signed rejection notice to Pier Lending LLC 575 Market St, Suite 717, San Francisco, CA 94105 within sixty (60) days after the first Disbursement Date. Any rejection notice must include my name, address, e-mail address, telephone number and loan or account number.

**IMPORTANT DISCLOSURE AND JURY TRIAL WAIVER:** IF EITHER YOU OR I CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN AN ACTION TO ENFORCE THE ARBITRATION AGREEMENT OR THE ARBITRATOR'S AWARD). FURTHER, I WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING

TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING EXCEPT FOR ANY APPEAL RIGHT UNDER THE FAA. OTHER RIGHTS THAT YOU OR I WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**CLASS ACTION WAIVER: IF EITHER YOU OR I ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR I WILL HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER.** Further, unless both you and I agree otherwise in writing, the arbitrator may not join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity except you and me individually.

**PROCEDURES:** If I reside in the U.S., any arbitration hearing shall take place within the federal judicial district in which I reside. If I reside outside the United States, I agree that any arbitration hearing shall take place in San Francisco, California. Each party will bear the expense of its own attorney, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If my Claim is for \$10,000 or less, you agree that I may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA rules. If my Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. All fees and expenses of the arbitration shall be paid by the parties as provided by the AAA Rules governing the proceeding, or by the specific ruling by the arbitrator or by the agreement of the parties. The arbitrator shall have the authority to award in favor of the individual party seeking relief all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), and attorneys' fees and costs. In addition, the arbitrator may award declaratory or injunctive relief but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted in that party's individual Claim. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. Any court with jurisdiction may enter judgment upon the arbitrator's award. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrator's fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute

involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Agreement.

**NON-WAIVER:** Even if all parties have opted to litigate a Claim in court, you or I may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement. For example, if you file a lawsuit against me in court to recover amounts due under the Loan Agreement, I have the right to request arbitration, but if I do not elect to request arbitration, you reserve and do not waive the right to request arbitration of any Claim (including any counterclaim) I later assert against you in that or any related or unrelated lawsuit. This Arbitration Agreement will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Agreement.

**GOVERNING LAW:** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. If I have a question about the AAA, I can contact them as follows: American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, 212-716-5800, [www.adr.org](http://www.adr.org).

**SURVIVAL, SEVERABILITY:** This Arbitration Agreement shall survive full payment of the Loan, your sale or transfer of the Loan, any bankruptcy or insolvency, any forbearance or modification granted pursuant to this Agreement, any cancellation or request for cancellation of the Agreement or any disbursements under the Agreement. If any part or parts of this Arbitration Agreement are found to be invalid or unenforceable by a decision of a tribunal of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect, except that: (a) If a determination is made in a proceeding involving you and me that the Class Action Waiver is invalid or unenforceable, only this sentence of this Arbitration Agreement will remain in force and the remainder of this Arbitration Agreement shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal, and (b) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered

in court. In no event will a Claim for public injunctive relief be arbitrated.

#### **Q. DISCLOSURE NOTICES**

NOTICE TO CONSUMER. (For purposes of the following notice, the word “you” refers to the Borrower not the Lender) 1. DO NOT SIGN THE APPLICATION BEFORE YOU READ THIS AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THIS DOCUMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

#### **Notice to Borrowers Regarding Loan Sales**

I understand that you may sell, transfer or assign my Agreement without my consent. Should ownership of my Loan be transferred, I will be notified of the name, address, and telephone number of the new lender if the address to which I must make payments changes. Sale or transfer of my Loan does not affect my rights and responsibilities under this Agreement. I understand that acting in the capacity of a non-fiduciary agent to me, you will maintain a register to record the entitlement to payments of principal and interest on my Agreement and that beneficial ownership of such payments under my Agreement as reflected in the register will be conclusive notwithstanding notice to the contrary. You will notify me of a change in ownership reflected in the register if (1) this alters the address to which I must make payments or (2) upon my reasonable written request. Sale, assignment or transfer of my Agreement or beneficial interest in payments of principal and interest on my Agreement does not affect my rights and responsibilities under this Agreement.

#### **CUSTOMER IDENTIFICATION POLICY NOTICE**

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: (For purposes of the following notice, the word “you” refers to the Borrower, not the Lender) **When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.**

**State Notices** – I understand that the following notices are or may be required by state law and that these notices may not describe all of the rights that I have under state and federal law. Unless otherwise indicated, each notice applies or may apply to borrower and any Co-Borrower/Joint Applicant who live in the indicated state on the dates that they signed their Applications and to borrowers and any Co-Borrower/Joint Applicant who are residents of that state.

FOR ALABAMA RESIDENTS: (For purposes of the following notice, the word “you” refers to the Borrower, not the Lender)

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

CALIFORNIA RESIDENTS: I have the right to prohibit the use of information contained in my credit file in connection with transactions not initiated by me. I may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If you take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, I have the right to obtain within sixty (60) days a free copy of my consumer credit report from the consumer reporting agency which furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. I have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

As required by California law, I am notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill my credit obligation terms.

By signing this Agreement, I certify that I have not paid any loan broker or other person any fee to obtain this loan from Lender.

IOWA RESIDENTS: If my Final Loan Amount is \$20,000 or more than the following notice applies: **IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU OR I MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

IOWA RESIDENTS: NOTICE TO CONSUMER (For purposes of the following notice, the word “you” refers to the Borrower, not the Lender). 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.

MARYLAND RESIDENTS: You and I have agreed that this Credit Agreement is governed by federal law and the laws of Delaware without regard to conflict of laws rules; if any court should nevertheless determine that this Agreement is subject to Maryland laws concerning credit, then only to the extent that Maryland law applies, You and I agree and elect that this Agreement is made under and governed by Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 123 of the



Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal law including without limitation, 12 U.S.C. § 1831d.

INDIANA AND MAINE RESIDENTS: The provisions of this Loan Agreement regarding the payment of collection agency costs and court costs and where lawsuits must be filed do not apply to Maine and Indiana residents.

KANSAS RESIDENTS: NOTICE TO CONSUMER: 1. Do not sign this agreement before you read it. 2. You are entitled to a copy of this agreement. 3. You may prepay the unpaid balance at any time without penalty.

KANSAS RESIDENTS: You and I agree that this Agreement is subject to the provisions of K.S.A 16a-1-101 through 16a-9-102 applying to consumer credit transactions.

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

MISSOURI RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender). Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including agreement 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.

NEBRASKA RESIDENTS: (For purposes of the following notice, the word "you" refers to the Borrower not the Lender). **Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including agreements 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.**

NEW HAMPSHIRE RESIDENTS: If you refer this Loan Agreement to an attorney for collection, I agree to pay your reasonable attorneys' fees. However, if I prevail in (1) any action, suit, or proceeding you bring, or (2) an action brought by me in connection with this Loan Agreement, reasonable attorneys' fees shall be paid to me. If I successfully assert a partial defense or setoff, recoupment, or counterclaim to an

action brought by you, the court may withhold from you the entire amount or such portion of the attorneys' fees as the court considers equitable.

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

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy 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.

UTAH RESIDENTS: This Agreement is the final expression of the agreement between me and you and it may not be contracted by evidence of an alleged oral agreement.

As required by Utah law, I am notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill my credit obligation terms.

MARRIED WISCONSIN RESIDENTS: My signature on my Application confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement (premarital agreement), unilateral statement under Section 766.59, Wisconsin Statutes, or court decree under Section 766.70, Wisconsin Statutes, adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. My spouse has actual knowledge that this credit is being extended to me.

WASHINGTON RESIDENTS: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

**By signing on the following signature page, I acknowledge my receipt of and my acceptance to the terms of this Agreement.**

## Signature Page

BY ACCEPTING THE TERMS OF THIS AGREEMENT ELECTRONICALLY, I ACKNOWLEDGE THAT (1) I HAVE RECEIVED AND HAVE READ THIS AGREEMENT, INCLUDING THE IMPORTANT DISCLOSURES, (2) I UNDERSTAND THIS AGREEMENT, (3) I AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, (4) I AGREE THAT I WILL KEEP A COPY OF THIS AGREEMENT FOR MY RECORDS, AND (5) I AGREE THAT MY ELECTRONIC ACCEPTANCE OF THIS AGREEMENT WILL SERVE AS MY ELECTRONIC SIGNATURE TO THIS AGREEMENT.

**Agreement to pay: I agree to pay the Lender or any other holder of this Loan all sums disbursed under the terms of this Loan Agreement, any loan origination fee, plus interest and all other fees, charges, and costs that may become due. The terms and conditions set forth in the Loan Agreement constitute the entire agreement between us.**

CAUTION – IT IS IMPORTANT TO THOROUGHLY READ THE CONTRACT BEFORE SIGNING IT.

### NOTICES TO CUSTOMER

(For purposes of the following notice, the word “you” refers to the Borrower not the Lender) (a) DO NOT SIGN THIS BEFORE YOU READ THE LOAN AGREEMENT EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE TO THE EXTENT REQUIRED BY APPLICABLE LAW.

BORROWER SIGNATURE: \_\_\_\_\_

SIGNATURE DATE: \_\_\_\_\_

PRINT FULL NAME: \_\_\_\_\_