

## **Loan Agreement Terms and Conditions**

This Loan Agreement (“Agreement”) is a contract between (i) You (as defined below) and (ii) Celtic Bank Corporation, a Utah-chartered industrial bank, member FDIC (“Bank”), as the originator and issuer of Your loan. Please read this Agreement and keep a copy.

You acknowledge that You have read, agree with, and accept all terms and conditions contained in this Agreement. In consideration of the promises and the respective representations, warranties, covenants, agreements and conditions contained below and on the following pages, You and Bank enter into this Agreement and agree with, and accept, the terms and conditions set forth herein.

### **1. Definitions**

**“Amount Financed”** means the “Amount Financed” identified in the Summary of Loan Terms.

**“Annual Percentage Rate”** or **“APR”** means the cost of Your credit, expressed as a yearly rate. The APR is reflected in the Summary of Loan Terms.

**“Bank”** has the meaning set forth in the first paragraph of this Agreement.

**“Business Day”** means any day except Saturday, Sunday, or any state, federal or postal holiday which is a day on which banks are required or permitted to be closed in the State of Utah.

**“Check”** means a check or money order You use to pay Your loan. This includes any image of these instruments.

**“Digital Card”** means a number key to be entered by a merchant using Square, Inc.’s payment processing services in order to pay for a sale of goods and/or services using loan proceeds.

**“Execution Date”** means the date identified in the Summary of Loan Terms as “Date of loan contract”.

**“Finance Charge”** means the dollar amount the credit will cost You, as reflected in the Summary of Loan Terms assuming all payments made on time.

**“Interest Charges”** means any charges to Your loan based on the application of the daily interest rate to the Principal Balance. The daily interest rate means the Interest Rate divided by 12, divided by the number of days in a billing period. A billing period means the time period between each scheduled payment on Your loan as set out in Your Summary of Loan Terms.

**“Interest Rate”** is the simple interest annual rate applicable to Your loan. The Interest Rate for Your loan is the same rate as the APR.

**“Military Borrower”** means a “covered borrower”, as that term is defined in 32 CFR Section 232.3(g).

**“Outstanding Principal Balance”** means the amount financed, less any principal reductions that have been made over the term of the loan.

**“Payoff Amount”** means the remaining Outstanding Principal Balance plus any unpaid accrued interest.

**“Purchasing Period”** means the period of time within which You may use the Digital Card. The Purchasing Period will open on the date You execute this Agreement and will close at the end of the expiration date identified in the Summary of Loan Terms.

**“Summary of Loan Terms”** means Truth in Lending Disclosures provided to You prior to executing this Agreement, pursuant to the federal Truth in Lending Act and Regulation Z. The Summary of Loan Terms also includes any Digital Card expiration date that may be appended to the Truth in Lending Disclosures.

**“Square Capital”** means Square Capital, LLC, a wholly owned subsidiary of Square, Inc., d/b/a Square Capital of California, LLC in Florida, Georgia, Montana, and New York and includes its agents, authorized representatives, successors, and assignees.

**“You”** and **“Your”** means the person identified as “Borrower” in the Summary of Loan Terms.

## **2. Promise to Pay**

You agree to pay Bank the Amount Financed, together with the Interest Rate and any applicable Interest Charges incurred in the event You miss a payment or You make a payment that is returned.

## **3. Disbursement of Funds, No Access to Unused Loan Amounts**

- a. You agree that Bank will disburse the Amount Financed to the party(ies) identified in the Itemization of Amount Financed section of the Summary of Loan Terms.
- b. If You receive an estimated Summary of Loan Terms and a Digital Card, but You choose not to use the maximum usable amount of funds available to You when the card is used, then You agree that you will no longer have access to those unused amounts. You acknowledge and agree that updated loan terms (“Updated Terms”) will govern Your loan and will be made available to You, such as through an online website and/or other forms of communication deemed appropriate by Bank.

#### **4. Loan Purpose and Statement of Closed End Transaction**

You acknowledge and agree that You will use this loan and the loan proceeds for personal, family, or household purposes. You also acknowledge and agree that: (i) the Digital Card is a one-time use extension of credit, (ii) that the credit extended to You will not be replenished when You make payments, and (iii) this Agreement is otherwise a “closed-end” credit transaction, and is not an “open-end” credit transaction, as both terms defined in 12 CFR § 1026.2.

#### **5. Interest Charges**

Interest Charges on Your loan will accrue on a daily basis on Outstanding Principal Balance until all Outstanding Principal Balance has been paid. Interest will begin accruing on Outstanding Principal Balance once Bank has disbursed the Amount Financed to the party(ies) identified in the Itemization of Amount Financed section of the Summary of Loan Terms.

#### **6. Finance Charge**

The Finance Charge has been calculated assuming that every scheduled payment will be made on time, and for the scheduled amount, for the life of the loan. The total amount of finance charges You actually pay may differ from the Finance Charge due to continued Interest Charges that may accrue if You miss a payment, if You make a payment that is returned, or if You pay off your loan early.

#### **7. Scheduled Payment**

- a. Your payment schedule is set out in the Summary of Loan Terms. If You receive an estimated Summary of Loan Terms and a Digital Card, You acknowledge and agree that Your payment schedule is as set out in an updated payment schedule (“Updated Payment Schedule”) that will be based on the date You use Your Digital Card. The Updated Payment Schedule will be made available to You, such as through an online website and/or other forms of communication deemed appropriate by Bank.
- b. You acknowledge and agree that the amounts of Your monthly installment payments as reflected in the Summary of Loan Terms and/or Payment Schedule may have been rounded up to the nearest dollar.
- c. You will take all necessary steps to ensure emails from Square Capital are not being filtered out of Your inbox or sent to a junk folder. If You do not receive an email, Your payment will still be due on Your regularly scheduled monthly due date.
- d. If You miss a payment, Your next payment must include the originally scheduled payment, the missed payment, any previously missed payment, and any continued Interest Charges due as a result of a missed payment.

#### **8. How Your Payments Are Applied**

Except as prohibited by law, payments will be applied to Your obligation as Bank determines in its sole discretion.

## 9. Prepayment

You may prepay Your loan in full or in part at any time. There is no penalty for early payment of all or any part of Your loan.

## 10. Making Your Loan Payments

Your payment must be made in U.S. dollars from a valid U.S. source in a form acceptable to Bank. Conforming payments can be made in the following ways:

- a. **Automatic Payment.** You may voluntarily enroll in automatic payments during the application process. Additional disclosures will be provided at the time of enrollment. By enrolling in automatic payments, You authorize Your debit card to be debited on each due date: (i) the originally scheduled payment, (ii) any missed payment, (iii) any previously missed payments, and (iv) any additional Interest Charges due as a result of a missed payment.
- b. **Manual Electronic Payments.** You may choose to manually make electronic payments. By choosing this method, You will be required to authorize Your debit card to be debited for a stated amount each time You make a payment.
- c. **Payment by Mail.** You may send Checks payable to "Square Installments Loan" to the following address:

Square Capital Installment Payment Center  
29052 Network Place  
Chicago, IL 60673-1290

A Check must be physically received at the above address by 4:00 PM CT on a Business Day in order to be credited to Your account on the same day.

## 11. Payment Processing

- a. You agree that Bank, or Square Capital on behalf of Bank, may accept and process payments without losing any rights.
- b. You agree to make payments electronically or through Check payments that You send us. You agree that any other form of payment, including cash payments, will not be accepted. You agree that Bank or any of its service providers, including Square Capital, are not responsible if Your financial institution rejects a payment You make. You will be responsible for any fees charged by Your financial institution.
- c. You agree and authorize Bank, or Square Capital on behalf of Bank, to resubmit and/or collect returned payments electronically if You have opted to pay electronically.
- d. You agree and authorize Bank, or Square Capital on behalf of Bank, to make electronic reversals or credits to any debit card You have provided in the event of an erroneous debit or as otherwise appropriate.
- e. You agree and authorize Bank, or Square Capital on behalf of Bank, to adjust

Your loan to correct errors, process returned and reversed payments, and handle other issues pertaining to Your account.

- f. Your funds may be withdrawn from Your deposit account as early as the same day Your payment is received.

## **12. Checks with Restrictive Words, Conditions, or Instructions**

You agree not to send Checks bearing restrictive words, conditions, limitations or special instructions or send any accompanying communications with any payment to any address. If You send such a payment, it may be rejected and returned to You. Your payment may also be accepted and processed without regard to any such restrictive words, conditions, limitations, special instructions or accompanying communications without Bank and/or Square Capital, on behalf of Bank, losing any rights. This includes Checks marked "Paid in Full", Checks that are post-dated, or Checks that otherwise have other restrictive, conditional, limiting, or instructive language. This also includes all accompanying communications.

## **13. Closing Your Loan**

The date of maturity of Your loan will be the date the last payment is due as set forth in Your Summary of Loan Terms or, as per the Scheduled Payment section of this Agreement, any applicable Updated Payment Schedule. When Your loan is paid in full, Your obligations under this Agreement will be satisfied. Your Payoff Amount or Your final payment amount may differ depending on the timing and amount of payments You make throughout the loan.

## **14. Default**

- a. Unless expressly prohibited by law, You will be in default on Your loan if:
  - i. You do not make any scheduled payment in full when it is due for Your loan under this Agreement;
  - ii. Any payment You make is rejected or not paid by Your bank or cannot be processed by Your bank;
  - iii. You file or become the subject of a bankruptcy or insolvency proceeding;
  - iv. You are unable to repay Your obligations, including upon death or legally declared incapacity;
  - v. You provided inaccurate, untrue, or incomplete information, or You otherwise tried to defraud or provide material misrepresentations to Bank and/or its service providers;
  - vi. You do not comply with any term of this Agreement; and/or
  - vii. You permanently reside outside the United States.
- b. If You are in default, certain actions by Bank or Square Capital, acting on behalf of Bank, may be taken with respect to Your loan without notifying You unless

notification is required by law. For example, depending on the default the following actions may be taken:

- i. If You are enrolled in automatic payments, Your debit card may be debited the amount of: (i) any originally scheduled payment, (ii) the missed payment, (iii) any previously missed payment, and (iv) any additional Interest Charges due as a result of a missed payment;
- ii. You may be required to immediately pay the amount of: (i) any originally scheduled payment, (ii) the missed payment, (iii) any previously missed payment, and (iv) any additional Interest Charges due as a result of a missed payment;
- iii. You may be required to immediately pay the entire Outstanding Principal Balance, and Interest Charges owing on Your loan at the time of default;
- iv. You may be continued to be charged Interest Charges as long as Your Outstanding Principal Balance remains unpaid; and/or
- v. Any other action to the extent not prohibited by law.

#### **15. Disputes with Merchant**

If You are not satisfied with the goods or services You receive from a merchant, You will make good faith efforts to resolve any issues directly with the merchant. Refunds of goods or services purchased with this loan are subject to the merchant's refund policy and are not the responsibility of Bank. Any whole or partial refund issued by the merchant will be reflected in Your loan as a prepayment against Your Outstanding Principal Balance.

#### **16. Personal Financial Information**

You promise to provide personal financial information about You that may be requested from time to time. This includes, but is not limited to:

- a. Your legal name;
- b. A valid U.S. mailing address and residential address (if different);
- c. Your date of birth;
- d. Your Social Security number;
- e. Your telephone number(s); and
- f. Your employment and income information.

You promise to promptly provide notification of any changes to Your personal information, including but not limited to Your name, mailing address, email address or telephone number. You may provide notification by sending an email to [installments@squareup.com](mailto:installments@squareup.com). In doing so, You agree that You will not provide false information or signatures, electronic or otherwise, at any time. You may be asked for additional documents to verify any changes.

## **17. Age and Residency**

By entering into this Agreement, You agree that You are at least 18 years of age or older and of sufficient legal age to enter into a contract in the state where You reside and You are a resident of the United States when You execute this Agreement.

## **18. Communications and Contact Information**

- a. You consent to accept and receive communications from Bank and/or Square Capital, on behalf of Bank, including e-mail, text messages, calls, and push notifications to the cellular telephone number You provide when You inquire about a loan or update Your contact information. Such communications may include, but are not limited to communications regarding applications for credit, credit decisions, disclosures, servicing, collections, requests for secondary authentication, receipts, reminders, notifications regarding updates to Your account or account support, and marketing or promotional communications. You acknowledge that You are not required to consent to receive promotional texts or calls as a condition of using such services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by Your cell phone carrier may apply to the text messages sent to You.
- b. You may opt-out of receiving promotional email communications by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that You would not like to receive future promotional calls. You may also opt-out of text messages from Bank and/or Square Capital, acting on behalf of Bank, at any time by texting END to the number You received a text from. You acknowledge that opting out of receiving communications may impact Your use of Bank's and/or Square Capital's services.

## **19. Submission of Ideas**

You may submit comments or ideas about the loans and/or services You receive ("Ideas"). By submitting any Idea, You agree that Your disclosure is gratuitous, unsolicited, and without restriction, that it will not place Bank under any fiduciary, confidentiality or other obligation, and that Bank and/or Square Capital are free to use the Idea without any additional compensation to You, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

## **20. Authorization to Obtain Credit Report and Credit Reporting**

- a. You authorize Bank and/or Square Capital on behalf of Bank to obtain your credit reports from one or more credit reporting agencies for any purpose permitted by applicable law, including: (i) to authenticate Your identity; (ii) to make loan decisions; (iii) to service Your loan; (iv) to send You future marketing information; and/or (v) for internal analytics and credit modeling purposes. You understand that initially submitting personal information will not affect Your

credit score, however, submitting an application or accepting a loan will result in an inquiry on Your credit report that may affect Your credit score.

- b. Bank and/or Square Capital on behalf of Bank 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.
- c. If You believe that inaccurate information has been reported about Your loan to a credit bureau or other consumer reporting agency, please send notification to:

Square Capital, LLC  
Attn: Square Installments Servicing  
1455 Market Street, Suite 600, MSC 715  
San Francisco, CA 94103

When You write, please identify the specific information that You believe is incorrect and why You believe it is incorrect.

## **21. Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for You: 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.

## **22. Loan Documents**

The following documents ("Loan Documents") govern Your loan:

- a. The E-SIGN Act Consent provided to You when You applied for the Loan;
- b. This Agreement;
- c. Summary of Loan Terms/Truth in Lending Disclosure;
- d. Any Credit Report Authorizations You agreed to when You applied for the Loan;
- e. Any Automated Monthly Payment Authorization You agreed to when You applied for the Loan;
- f. Any Privacy Policies You agreed to when You applied for the Loan; and
- g. Any Updated Terms and Updated Payment Schedule. .

Please read these carefully and keep them for future reference.

## **23. The Law That Applies to Your Agreement**

This Agreement and any dispute arising hereunder will be governed by Utah law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within Utah, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction.



## **24. Severability**

Except as otherwise provided herein and to the extent not prohibited by law, if any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.

## **25. Delay of Enforcement and Waiver**

Bank will not lose any of its rights due to delay or any choice not to take any action for any reason. Bank may waive rights without notifying You. For example, Bank may waive Interest Charges that You owe at a particular time without notifying You and without losing any right to impose Interest Charges that accrue thereafter.

## **26. Assignment**

- a. This Agreement will be binding on, and benefit, any of Your and Bank's successors and assigns, which such assigns shall include, for the avoidance of doubt, any subsequent holders of Your loan. Except as provided by applicable law, Bank may sell, assign or transfer Your loan and this Agreement in whole or in part without Your permission and without prior notice to You. Any assignee or assignees, including, for the avoidance of doubt, any subsequent holders of this loan agreement, will take Bank's place under this Agreement. You must pay them and perform all of Your obligations to them and not Bank. If You pay Bank after You are notified that Your loan or this Agreement has been transferred, Bank and/or Square Capital, acting on behalf of Bank, may return the payment to You, forward the payment to the assignee, or handle it in another way that is reasonable. You may not sell, assign or transfer Your loan or this Agreement to someone else without written permission of Bank or any subsequent holder of Your loan. Any sale, assignment or transfer of Your loan by You in violation of this section shall be null and void.
- b. **If this Agreement is sold, assigned or otherwise transferred, Your rights under the law or under this Agreement are in no way altered or impaired.**

## **27. Entire Agreement**

The Loan Documents constitute the entire agreement between You and Bank with respect to this loan. You acknowledge and agree that no oral representations shall vary, modify or amend the terms and conditions of the Loan Documents. Any failure by Bank to exercise, or delay by Bank in exercising, any right or remedy shall not operate as a waiver thereof.

## **28. Termination**

If You receive a Digital Card to be keyed in by a merchant during Your purchase but: (i) fail to use it by the end of the Purchasing Period, or (ii) if You accept another Square Installments loan before the end of the Purchasing Period, then You acknowledge and agree that the Digital Card will be deactivated, You will no longer have access to the

Amount Financed, Your obligations under the Promise to Pay section of this Agreement will be extinguished, and this Agreement will automatically terminate.

Otherwise, this Agreement shall remain in full force and effect until the entire Amount Financed and applicable Interest Charges have been repaid to Bank or its successors and assigns.

## **29. Survival of Obligations**

Notwithstanding any other provision in this Agreement, the obligations in sections 23 (The Law That Applies to Your Agreement), 24 (Severability), 25 (Delay of Enforcement and Waiver), 26 (Assignment), 27 (Entire Agreement), 28 (Termination), 29 (Survival of Obligations), and 30 (Binding Individual Arbitration) will survive any expiration or termination of this Agreement.

## **30. Binding Individual Arbitration**

This arbitration provision does not apply to Military Borrowers.

**You and Bank agree to arbitrate all disputes arising under or in connection with this Agreement or Your relationship with Bank (collectively, a “Claim”). This includes Claims made by or against anyone connected to You or Bank and Bank’s subsidiaries, affiliates, agents, employees, predecessors, successors, or assigns (which such assigns shall include, for the avoidance of doubt, any subsequent holders of Your loan) and any authorized users or beneficiaries of the Square Installments program. This also includes Claims made by or against Bank’s service providers, including Square Capital, and which shall include Square Capital’s parent company, subsidiaries, affiliates, agents, employees, predecessors, successors, or assigns and any authorized users or beneficiaries of the Square Installments program.**

**You and Bank agree that Square Capital, along with Square Capital’s parent company, subsidiaries, affiliates, agents, employees, predecessors, successors, or assigns and any authorized users or beneficiaries of the Square Installments program, are intended to be, and shall have the rights of, a third party beneficiary of this section of this Agreement.**

**Arbitration is more informal than a lawsuit in court and seeks to resolve Claims more quickly. Instead of a judge or a jury, the Claim will be decided by a neutral arbitrator.**

**THE PARTIES ARE WAIVING THE RIGHT TO LITIGATE A CLAIM IN COURT AND TO HAVE A JURY TRIAL ON ANY CLAIM.**

**ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. AN ARBITRATOR CAN AWARD RELIEF ONLY ON AN INDIVIDUAL BASIS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL RELATING TO ANY CLAIM.**

Individual Claims filed in small claims court are not subject to this Arbitration Agreement, as long as the Claim remains in small claims court.

The arbitrator alone will have the authority to interpret the scope and enforceability of this section of this Agreement, except that any Claim concerning the scope or enforceability of the prohibition on class, collective, or representative claims, or claims in arbitration for public injunctive relief, must be resolved by a court of competent jurisdiction.

All Claims shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (“**AAA**”) according to this provision and the applicable AAA rules, which may limit the discovery available to You or to us. You can obtain copies of the AAA rule and forms by contacting AAA at 1-800-778-7879 or [www.adr.org](http://www.adr.org). Any arbitration hearing that You attend will take place in the federal judicial district where You reside as of the date You execute this Agreement. Square Capital will pay all arbitration fees.

The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“**FAA**”) and applicable statutes of limitations, and will honor claims of privilege recognized at law.

The arbitrator’s award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. While an arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party’s claim. The arbitrator’s decision and judgment thereon will not have a precedential or collateral estoppel effect on claims asserted by any individual or entity who was not party to the arbitration.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). The Arbitration Agreement shall be governed by the FAA. If a court or arbitrator decides that this arbitration agreement cannot be enforced as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

### **31. Military Annual Percentage Rate Statement:**

- a. 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: (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 hear these disclosures over the telephone, please call the following toll-free number: (855) 442-0749.
- b. The amount of Your payment is determined by the amount of funds that we lend

to You, the interest rate we charge, and the term of the loan.

### **32. Notice**

#### **NOTICE**

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

### **33. State Notices**

#### **For CALIFORNIA residents:**

A married applicant may apply for a separate account.

As required by California 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.

For IOWA residents:

NOTICE TO CONSUMER: (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.

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 may change the terms of this agreement only by another written agreement.

For 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.

**For MASSACHUSETTS residents:** Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

For MISSOURI residents: Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect You (borrower(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.

**For NEW JERSEY residents:** The section headings of this Agreement 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, are void, unenforceable or

inapplicable in New Jersey.

For NEW YORK, RHODE ISLAND, and VERMONT residents: You understand and agree that Bank may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If You ask, You will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. You also understand and agree that Bank may obtain a consumer credit report in connection with the review or collection of any loan made to You as a result of this application or for other legitimate purposes related to such loans.

For 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 the law.

For 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.

**For 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 Agreement is the final expression of the agreement between You and Bank and it may not be contradicted by evidence of an alleged oral agreement.

*Executed via Electronic Signature on Execution Date*